

A G R E E M E N T

BY AND AMONG

CITY OF BOSTON

AND

BOSTON REDEVELOPMENT AUTHORITY

AND

SEFRIUS CORP.

APRIL , 1975

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## AGREEMENT

AGREEMENT made as of this 16th day of April 1975 by and among the City of Boston, a municipal corporation located in Boston, Massachusetts ("City"), the Boston Redevelopment Authority, a public body politic and corporate organized under the laws of the Commonwealth of Massachusetts ("Authority"), and Sefrius Corp., a corporation organized under the laws of the state of Delaware ("Developer").

### W I T N E S S E T H:

WHEREAS, with the assistance of the federal, state and city governments, the Authority is carrying out the Bedford West Urban Renewal Project pursuant to the Bedford West Urban Renewal Plan approved by the Authority on February 8, 1973, by the Boston City Council on April 23, 1973, by the Mayor of Boston on April 30, 1973, by the Massachusetts Department of Community Affairs on May 23, 1974, as amended by proclamer dated May 2, 1974, and recorded at Suffolk County Registry of Deeds, Book 8777, Page 650;

WHEREAS, the City, the Authority and Developer desire to carry out the proposed development sometimes known as Lafayette Place (as hereinafter defined, "Project");

WHEREAS, the Project will be located on six parcels of land (Parcels A, B, C, D-1, D-2 and D-3) and portions of certain streets to be discontinued within certain limits, all as shown on the plan annexed hereto and marked Exhibit A;

WHEREAS, the Bedford West Urban Renewal Project is a part of the Project;

WHEREAS, the City and the Authority have entered into the Cooperation Agreement annexed hereto and marked Exhibit B and pursuant to which the City and the Authority have agreed to take certain actions in furtherance of the Bedford West Urban Renewal Project;

WHEREAS, certain public improvements are to be constructed by the City and the Authority incident to the Project;

WHEREAS, the City and the Authority have determined that the Project and the aforesaid public improvements are in the best interests of the City and the public good and welfare;

WHEREAS, Parcels A and B are presently owned by Alstores Realty Corporation (as hereinafter defined), Parcel C is the area known as the Bedford West Urban Renewal Project and is owned by the Authority, Parcels D-1 and D-2 are owned by Code Realty, Inc., Parcel D-3 is owned by the City and various portions of such streets are owned either by Alstores Realty Corporation, the Authority, Code Realty, Inc. or the City;

WHEREAS, Developer has contracted to acquire Parcels A, B, D-1 and D-2, and portions of such streets owned by the owners thereof, and the Authority and the City desire to sell Parcels C, D-3 and such portions of streets as they own to Developer;

WHEREAS, incident to the sale of Parcels A and B to Developer, but not as a part of the Project, Alstores Realty Corporation is undertaking to construct and reconstruct certain buildings, all of which when completed will be occupied by the Jordan Marsh Facility (as hereinafter defined);



WHEREAS, Developer has agreed to expend up to two million dollars (\$2,000,000) for the purpose of constructing a subsurface truck ramp to service the Jordan Marsh Facility and the Project; and

WHEREAS, the City, the Authority and Developer are entering into this Agreement in reliance upon the performance of their various obligations hereunder and the construction by each of them of certain improvements as a part of and incident to the Project,

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

For purposes of this Agreement:

Section 1.01. Alstores Agreement. The term Alstores Agreement shall mean the agreement described in Subsection 2.01(a) hereof.

Section 1.02. Alstores Realty Corporation. The term Alstores Realty Corporation shall mean Alstores Realty Corporation, a Delaware corporation, and any affiliates thereof.

Section 1.03. BRA Agreement. The term BRA Agreement shall mean the agreement described in Subsection 2.01(b) hereof.

Section 1.04. City Agreement. The term City Agreement shall mean the Agreement described in Subsection 2.01(d) hereof.

Section 1.05. Code. The term Code shall mean the Boston Zoning Code.

Section 1.06. Code Agreement. The term Code Agreement shall mean the agreement described in Subsection 2.01(c) hereof.

Section 1.07. Construction Notice. The term Construction Notice shall mean the notice described in Section 3.06 hereof.

Section 1.08. Design Review Process. The term Design Review Process shall mean the review process described in Section 3.02 hereof.

Section 1.09. Development Program. The term Development Program shall mean the preliminary schematic design and development program for the Project (as hereinafter defined), more particularly described in Section 3.01 hereof.

Section 1.10. Development Schedule. The term Development Schedule shall mean the schedule to be submitted by Developer with the Construction Notice as set forth in Section 3.06 hereof.

Section 1.11. Institutional Lender. The term Institutional Lender shall mean a commercial bank, trust company, mutual savings bank, savings and loan association, life insurance company, pension trust fund, mortgage or real estate investment trust having a minimum capital and surplus of twenty-five million dollars (\$25,000,000) or other financial institution commonly known as an institutional lender.

Section 1.12. Jordan Marsh Facility. The term Jordan Marsh Facility shall mean the store owned and occupied by Alstores Realty Corporation as reconstructed pursuant to the Alstores Agreement.

Section 1.13. Mortgagee. The term Mortgagee shall mean any Institutional Lender to whom Developer has granted a mortgage of all or any part of the Project Area (as hereinafter defined).

Section 1.14. Parcel D-3 Payment. The term Parcel D-3 Payment shall mean the payment to State Mutual Life Assurance Company of America in accordance with Subsection 3(b)(i) of the Code Agreement.



Section 1.15. Parking Garage. The term Parking Garage shall mean the public parking garage to be constructed pursuant to and more particularly described in Section 4.02 hereof.

Section 1.16. Parking Garage Development Rights. The term Parking Garage Development Rights shall mean all rights of every nature above or below the Parking Garage (except ground floor areas which the City chooses not to develop or otherwise make available for commercial use) which may be made available to Developer or others, as more particularly referred to in Article VI hereof.

Section 1.17. Plan. The term Plan shall mean the Bedford West Urban Renewal Plan.

Section 1.18. Project. The term Project shall mean the proposed development sometimes known as Lafayette Place and comprising a multi-use development providing for various retail, commercial, office, hotel, recreational and, possibly, residential uses as more particularly described in the Development Program.

Section 1.19. Project Area. The term Project Area shall mean the area designated on Exhibit A as Lafayette Place and including the six parcels of land referred to as Parcels A, B, C, D-1, D-2 and D-3 and portions of certain streets to be discontinued within certain limits, all as shown on Exhibit A.

Section 1.20. Project Rights. The term Project Rights shall mean the Developer's rights in and to the Project Area, including any improvements therein, and under this Agreement, the Alstores Agreement, the Code Agreement, the BRA Agreement, the City Agreement and any agreement executed pursuant to Section 4.04.

Section 1.21. Public Improvements. The term Public Improvements shall mean all improvements to be constructed by the Authority or the City in accordance with Article IV hereof.

Section 1.22. Public Improvements Schedule. The term Public Improvements Schedule shall mean the schedule described in Section 4.07 hereof.

## ARTICLE II

### LAND ASSEMBLY

Section 2.01. Land Acquisition. Developer will acquire the Project Area upon the terms and conditions hereinafter set forth:

- (a) Parcels A and B will be acquired by the Developer from Alstores Realty Corporation in accordance with the terms of the Alstores Agreement, which was duly executed by the parties thereto on April 15, 1975, a copy of which has been delivered to the City and the Authority.
- (b) Parcel C will be acquired by Developer from the Authority pursuant to the BRA Agreement to be executed hereafter by the parties as set forth in Subsection (f), the essential terms and conditions of which are set forth in outline form in Exhibit C annexed hereto.
- (c) Parcels D-1 and D-2 will be acquired by Developer from Code Realty, Inc. pursuant to the Code Agreement, which was duly executed by the parties thereto on August 27, 1974 as amended by instruments dated December 20, 1974 and January 30, 1975, copies of which have been delivered to the City and the Authority.
- (d) Parcel D-3 and the public parking garage located thereon will be acquired by Developer from the City pursuant to the City Agreement to be executed hereafter by the parties as set forth in Subsection (f), the essential terms and conditions of which are set forth in outline form in Exhibit D annexed hereto.



- (1) Reference is made to the fact that, by lease dated August 29, 1956, the City, as lessor, leased to Code Realty, Inc., as lessee, the parking garage presently located on Parcel D-3. The City shall cancel such lease effective as of the date of Developer's acquisition of Parcels D-1 and D-2 in accordance with the Code Agreement. Notwithstanding the foregoing, the City agrees that in no event shall the Developer have any responsibility for performing lessee's obligations under such lease.
- (ii) Following execution and delivery of the City Agreement and acquisition of Parcels D-1 and D-2 in accordance with the Code Agreement, Developer shall proceed as promptly as possible to cause the demolition of the garage now located on Parcel D-3, and in all events such demolition shall be completed and the land cleared and graded on or before December 31, 1976. In consideration for undertaking such demolition at the request of the City and on its behalf, Developer shall receive a credit toward the purchase price of Parcel D-3 in the amount of three hundred thousand dollars (\$300,000) or the actual cost of such demolition, whichever is less, in accordance with the City Agreement.
- (e) Those portions of Avon Street, Bedford Street, Chickering Place, Exeter Place, Harrison Avenue Extension and Norfolk Place shown on Exhibit A annexed hereto shall be discontinued as public ways by the City in accordance with the City Agreement, and the Developer will acquire all interests therein owned by the City and Authority in accordance with the BRA Agreement and the City Agreement.
- (f) Forthwith after the date hereof, the parties hereto shall continue negotiations for the purpose of concluding the BRA Agreement and the City Agreement and shall prosecute such negotiations diligently and in good faith. Thereafter, all parties hereto shall execute such agreements forthwith upon notice from any party hereto that it desires such execution to occur, but in any event on or before July 1, 1975.
- (g) As evidence of its good faith and security for the performance of its obligations hereunder, Developer agrees to deposit with or pay to the City or the Authority (or cause to be paid as hereinafter set forth) the following:
- (i) concurrently with the delivery of this Agreement by all parties hereto to each other, a letter of credit (as more particularly described in Article XII) payable to the Authority in the maximum amount of two hundred and fifty thousand dollars (\$250,000);
  - (ii) one million dollars (\$1,000,000) in accordance with Article V (receipt of the first one hundred thousand dollars (\$100,000) of which is hereby acknowledged by the City);
  - (iii) the total cost of demolition of the garage on Parcel D-3 as set forth in Subsection (d) (ii) above; and
  - (iv) on or before July 31, 1975, the Parcel D-3 Payment amounting to approximately six hundred thousand dollars (\$600,000 ; the exact amount of such payment being determined in accordance with subsection 3(b) (i) of the Code Agreement) shall be paid to State Mutual Life Assurance Company of America in order to discharge its mortgage on Parcel D-3.



## ARTICLE III

### DEVELOPER'S DEVELOPMENT PROGRAM

Section 3.01. Development Program. The City and the Authority acknowledge receipt of and hereby approve the Development Program for the Project (a copy of which is annexed hereto and marked Exhibit E). The City and the Authority recognize that in undertaking the Development Program, the Developer will be proceeding in reliance upon faithful and prompt performance by the City and the Authority of the Public Improvements in accordance with Article IV.

Section 3.02. Design Review Process. So long as this Agreement has not been terminated by reason of an event of default in accordance with Article XII or pursuant to Section 13.02, construction of improvements in the Project Area shall proceed only in accordance with the Development Program and plans and specifications that have been processed and finally approved pursuant to the Design Review Process of the Authority, the procedures of which are set forth in Exhibit F annexed hereto. The Design Review Process shall be supplemented by the following:

- (a) All submissions shall be consistent developments or refinements of the Development Program.
- (b) All submissions shall be made by Developer to the Director of the Bedford West Urban Renewal Project or his successor, notices of such submissions shall be given to the Director of the Authority, or his successor, and receipts for such submissions and notices shall be obtained from or on behalf of each such Director. The Developer may rely upon any communication received from the Authority as being duly approved and executed on behalf of the Authority as long as the same is signed by either the Director of the Bedford West Urban Renewal Project or the Director of the Authority, or the successor of either.
- (c) Not later than thirty (30) working days after submission by the Developer of any materials which require approval in accordance with the Design Review Process, the Authority shall either approve such materials or notify the Developer of the specific respects in which it finds such materials to be unacceptable. If the Authority does not notify the Developer within said thirty (30) day period after submission of such materials of specific respects in which the same is unacceptable, such materials shall be treated as having been approved by the Authority. In respect to any specific matters of which the Authority disapproves, the Developer shall, within thirty (30) working days (or such additional time as may be requested by Developer and reasonably approved by the Authority) after the Developer receives written notice of such disapproval, resubmit appropriate material, altered in an effort to remove the basis for disapproval. All resubmissions and subsequent approvals or disapprovals thereof shall be made and given in accordance with the procedure hereinabove provided for the original submission, until the relevant materials shall be approved or shall be treated as having been approved



by the Authority as set forth above or until there has been an event of default pursuant to Article XII hereof.

- (d) In connection with the foregoing, the parties contemplate that submission and review of design material will be a continuous process, with the parties working cooperatively and expeditiously with respect to Project design matters.

Section 3.03. Development Program Alterations. Developer shall not make or permit to be made any substantial alteration of, addition to or change in the exterior facade (which shall include, without limitation, entrance locations, materials, windows and cornices forming a part of such facade) of the improvements approved and constructed in accordance with the Development Program or those aspects of such improvements which are governed by Exhibit E, without the prior consent of the Authority. Any request for such consent shall be accompanied by plans and specifications submitted to the Authority in accordance with the Design Review Process, but upon any reasonable disapproval thereof by the Authority, Developer shall have no right, within six (6) months after such disapproval, to resubmit the same for approval.

Section 3.04. Development Schedule. In accordance with the Development Schedule set forth in Exhibit G annexed hereto and subject to the provisions hereinafter set forth, Developer shall commence construction of Phase I (as referred to in Section 3.08 and described in Exhibit H) of the Project between the period beginning on January 1, 1977 and ending on December 31, 1980, it being the intent of the parties hereto that construction will commence as soon as economic conditions permit. To this end, Developer shall exercise best efforts to arrange financing of construction of Phase I upon terms and conditions reasonably satisfactory to it.

Section 3.05. Extended Development Schedule. Notwithstanding Section 3.04 hereof but except as hereinafter set forth, Developer shall commence construction of Phase I of the Project on or before December 31, 1977, unless Developer shall have determined that economic conditions do not then permit construction to commence, in which case Developer may extend the date on or before which construction must commence to:

- (a) December 31, 1978, by giving notice to the Authority on or before July 1, 1977, accompanied by a cash payment of fifty thousand dollars (\$50,000);
- (b) December 31, 1979, by giving notice to the Authority on or before July 1, 1978, accompanied by a cash payment of fifty thousand dollars (\$50,000); and
- (c) December 31, 1980, by giving notice to the Authority on or before July 1, 1979, accompanied by a cash payment of fifty thousand dollars (\$50,000).

All such payments shall be retained by the Authority as consideration for such extensions, and shall not be applied to the purchase price of land conveyed to Developer pursuant to the BRA Agreement or City Agreement. Upon the receipt of such notice and payment as aforesaid, the Agreement shall automatically be extended upon the same terms and conditions.

Section 3.06. Construction Notice. At least six (6) months prior to the commencement of construction by Developer of any improvements in the Project Area, Developer shall give a Construction Notice to the Authority and the City. The Construction Notice shall be accompanied by a construction schedule from the Developer setting forth its anticipated date of completion and shall provide that the Developer shall commence such construction in or within six (6) months from the date thereof in the event that, as to the construction items referred to in such schedule, the following conditions have been fulfilled:



- (a) Final working drawings and specifications shall have been approved by the Authority in accordance with Section 3.02 hereof;
- (b) Developer shall have submitted a construction contract reasonably satisfactory to the Authority;
- (c) Developer shall have furnished evidence of commitments for mortgage financing reasonably satisfactory to the Authority;
- (d) Developer shall have obtained a building permit from the City of Boston Building Department and paid all application fees in connection therewith.

Section 3.07. Failure to Commence Construction. In the event that the Developer fails to fulfill the conditions set forth in Section 3.06 or to commence construction on or before the date set forth in the Construction Notice, the Developer shall pay all costs, of any kind whatsoever, reasonably incurred by the City or the Authority, subsequent to and in reliance upon the Construction Notice, in soliciting construction contract bids for constructing the Parking Garage or in selecting a bidder therefor. Further, in such event the Construction Notice shall be void nunc pro tunc, and the Developer shall give a further Construction Notice before the commencement of construction by Developer of any improvements in the Project Area. Notwithstanding the foregoing, the failure of the Developer to commence construction on or before the last date on which construction is scheduled to commence in accordance with Sections 3.04 or 3.05 shall be an event of default under Article XII.

Section 3.08. Phasing. The Parties agree that the Project may be developed in one or more phases in accordance with Exhibit H annexed hereto, but nothing contained in this Agreement shall obligate the Developer to commence construction of any portion of the Project other than Phase I.

Section 3.09. Diligent Prosecution. Subject to Sections 3.04 and 3.05, in all events the Developer shall diligently commence Phase I and shall diligently prosecute the construction undertaken by it in a good and workmanlike manner and shall keep the Authority and the City advised of matters which may affect the timing of performance of its obligations hereunder. Promptly upon substantial completion of Phase I in accordance with the approved final working drawings and specifications, the Authority will furnish the Developer with an appropriate instrument so certifying. Such instrument shall be in recordable form and shall be a conclusive determination of satisfaction of all agreements herein contained on the part of the Developer relative to construction of Phase I. A similar certificate shall be issued upon any substantial completion by Developer of other phases of the Project.

#### ARTICLE IV

##### PUBLIC IMPROVEMENTS PROGRAM

Section 4.01. Public Improvements. Except as hereinafter provided in Section 4.04, the Public Improvements shall be undertaken by the City and the Authority, as the case may be, at their sole cost and expense. References herein to obligations of the City or the Authority shall always be treated as references to such of those parties as shall be undertaking required construction of any part or all of the Public Improvements. Although the Public Improvements have been determined by the City and the Authority to be in the public interest apart from the Project, Developer recognizes that in undertaking the Public Improvements the City and the Authority will be proceeding in reliance, in part, upon faithful and prompt performance by Developer of its obligations hereunder.

Section 4.02. Parking Garage and New Essex Street. The City shall cause the Parking Garage to be constructed (once constructed, the Parking Garage shall be maintained in operable condition until December 31, 1999) in accordance with the design considerations hereinafter set forth and on the parcel of land shown on Exhibit A annexed hereto. The parties recognize that the quality of design of the Parking Garage and the proper treatment of it in esthetic and urban design terms are essential as matters that will be of mutual benefit to the Developer, the City and the Authority. Accordingly, to the maximum extent practicable the Developer shall be afforded an opportunity actively to participate in the design process and shall be kept informed of progress in this respect. In all events, the Parking Garage shall be:



(a) designed and constructed to include facilities for the parking of between one thousand five hundred (1,500) and two thousand (2,000) standard sized automobiles and, subject to execution of the agreement referred to in Section 4.04, shall (to the maximum extent permitted by law) also include:

(i) a drop-off and staging lobby, in the Parking Garage, for the proposed hotel, and

(ii) one or more pedestrian bridges over Chauncy Street connecting the Parking Garage with the Project; and

(b) open to the public twenty-four (24) hours a day, seven (7) days a week and governed by a parking rate structure which encourages shoppers' (i.e., short duration) parking.

The City shall construct a New Essex Street for the purpose of providing a more efficient traffic and circulation system for the downtown area starting at the Central Artery and continuing westerly and parallel to existing Essex Street, as shown on Exhibit A annexed hereto and made a part hereof.

Section 4.03. Completion of Construction of Parking Garage and New Essex Street. Notwithstanding anything in this Agreement to the contrary, the City will not be obligated to commence the construction of the Parking Garage and New Essex Street until that date six (6) months following receipt by the City from the Developer of the Construction Notice provided that the City shall commence construction of the Parking Garage and New Essex Street no later than six (6) months following such receipt by the City if the Developer shall have commenced construction pursuant to the provisions of such Construction Notice. The Parking Garage and New Essex Street shall be substantially completed and fully open for use by the public no later than the last to occur of thirty (30) months from the date of such receipt by the City or the date on which the Developer's architect shall certify that 75% of the gross leasable area of Phase I has been substantially completed. Notwithstanding the foregoing, if, following commencement of construction by Developer, the City shall request Developer's architect to certify that Developer's substantial completion of 75% of Phase I shall reasonably appear to be capable of occurring not later than such thirty (30) month period and if Developer's architect shall be unable to make such certification, the time herein required for completion of the Parking Garage and New Essex Street by the City may be extended by the length of time beyond such thirty (30) months which Developer's architect shall reasonably estimate shall be necessary for substantial completion of 75% of Phase I.

Section 4.04. Drop-off and Staging Lobby and Pedestrian Bridges. The Developer has notified the Authority that it desires to have the Parking Garage include a drop-off and staging lobby (certain costs of which shall be paid for by Developer) for the proposed hotel and one or more pedestrian bridges (all the costs of which bridges shall be paid for by Developer) to be constructed over Chauncy Street connecting the Parking Garage with the Project. Such lobby and bridges shall be designed and constructed but only after the parties hereto enter into an agreement with respect to:

(a) their respective responsibilities for the cost of design and construction of such lobby and pedestrian bridges;

(b) the term of the Developer's right to use and maintain such lobby and bridges; and

(c) the amount and manner of payment of charges for the use thereof to the City by the Developer.

If, having exercised good faith efforts to reach agreement on or before December 31, 1975, the parties hereto are unable so to agree, their respective rights and obligations under this Section 4.04 shall terminate automatically. If the parties reach such agreement, the City and the Authority shall cooperate with Developer in order to permit all rights and privileges which are the subject of such agreement to be



granted to the Developer so that it shall be entitled to use and maintain, as appurtenant to the Project or phase thereof completed, such lobby and bridges.

Section 4.05. Parking Garage Bond. Subject to the applicable requirements of law, the City will cause the Developer (at its expense) to be named as an obligee under a payment and performance bond relating to the Parking Garage, it being the intent of the parties hereto that in the event of a default in accordance with Article XII, the Developer be permitted to pursue the remedies ordinarily available to obligees under such bonds. In this connection, the City and the Authority shall coordinate construction of the Parking Garage, and any construction contract relating thereto, with their obligations hereunder. Further, the City shall endeavor to cause the construction contract for the Parking Garage to contain a per diem penalty payable to the City for each day beyond the date set forth therein for completion of the Parking Garage.

Section 4.06. Betterments and Improvements. The City and the Authority shall cause betterments and improvements (such as sidewalks, street lights, and the like) to be constructed or reconstructed in accordance with the provisions of Exhibit I annexed hereto. Such betterments and improvements shall be undertaken in accordance with the Public Improvements Schedule and completed no later than the date set forth in Section 4.03 for completion of the Parking Garage.

Section 4.07. Public Improvements Schedule. Subject to the foregoing provisions of this Article IV, all steps relative to design, land acquisition, funding, construction and other matters in connection with the Public Improvements shall be undertaken by the City and the Authority in strict accordance with the schedule set forth in Exhibit J annexed hereto. The City and the Authority shall diligently prosecute the Public Improvements to completion in a good and workmanlike manner and shall keep the Developer advised of matters which may affect the timing of performance of their obligations hereunder.

Section 4.08. Construction Coordination. During all phases of construction, the City and the Authority will make available public utilities (such as sewers and water) consistent with the reasonable needs of Developer. Further, all work undertaken by the Developer in connection with the Development Program and the Authority and the City in connection with the Public Improvements shall be suitably coordinated and accomplished in such manner as to cause the least possible inconvenience and interference with each other's activities.

Section 4.09. Massachusetts Bay Transportation Authority. As part of the public benefits to be coordinated with the implementation of the Project and Public Improvements, the Massachusetts Bay Transportation Authority will be reconstructing the presently existing Washington Street and Essex Street subway stations. On the basis of information supplied by the Massachusetts Bay Transportation Authority, the City and the Authority have advised the Developer that design of the Washington Street reconstruction work has been completed and that such reconstruction will commence about January, 1976. Based on such information, the City and the Authority have also advised the Developer that design work for the New Essex Street subway station has commenced. The City, the Authority and the Developer agree to cooperate with each other and with the Massachusetts Bay Transportation Authority so that coordination of such of their respective undertakings, as are interrelated may be achieved.

## ARTICLE V

### CONTRIBUTION OF DEVELOPER

Section 5.01. Contribution of Developer. Developer



hereby agrees, subject to the following provisions, to pay to the City (or to Boston Edison Company in the event that the City so instructs Developer thirty (30) days prior to the date on which any payment is due) the sum of one million dollars (\$1,000,000) in consideration of the undertakings herein of the City relative to the Parking Garage. The payment of such sum shall be made according to the following schedule:

Amount of Payment:

Timing of Payment:

\$100,000

Concurrently with execution and delivery of this Agreement.

\$200,000

Six months from date of preceding payment.

\$200,000

The later of six months from the date of the preceding payment or date on which the City has acquired title to all land needed for the construction of the Parking Garage and New Essex Street.

\$200,000

Six months from the date of preceding payment.

\$300,000

If the Developer shall not extend the development schedule pursuant to Section 3.05, the later of six (6) months from the date of preceding payment or the date on which the Parking Garage is 50% completed (such 50% completion shall be considered as having occurred when the supervising architect shall certify to the Developer that 50% of the funds needed to cause full and complete construction of the Parking Garage have been expended)

-or-

If the Developer shall extend the development schedule pursuant to Section 3.05, the later of six (6) months from the date of the preceding payment or upon the date on which all of the following shall be accomplished in accordance with the Public Improvements Schedule:

- a) completion of the design for the Parking Garage and New Essex Street, and
- b) completion of relocation in connection with the Parking Garage and New Essex Street, and
- c) completion of 50% of the demolition required for the development of New Essex Street.

ARTICLE VI

PARKING GARAGE DEVELOPMENT RIGHTS

Section 6.01. Parking Garage Development Rights. The City shall explore fully the possibility for future private use of the Parking Garage Development Rights and to the extent permitted by law shall endeavor to make such rights so available including studies of structural capacities and access requirements. If



the Parking Garage Development Rights are thereby made available for sale or lease or otherwise, the City shall offer to sell or lease or otherwise make available such rights to Developer at Fair Market Value or Fair Rental Value. Developer shall have thirty (30) days within which to notify the City that Developer accepts, subject to final arrangements being consummated as set forth below, such offer (which date of acceptance shall be the Notice Date for purposes of Article XIV hereof), and in the event of such notification from Developer, the City and the Developer shall forthwith thereafter proceed to consummate or to enter into binding arrangements to consummate such sale, lease or other arrangements within ninety (90) days following the date of such notice from Developer or within thirty (30) days following completion of any appraisal conducted in accordance with Article XIV, whichever is later.

Section 6.02. Sale to Others. If the Developer does not purchase, lease or otherwise acquire the Parking Garage Development Rights in accordance with Section 6.01 hereof, the City may at any time and from time to time offer the Parking Garage Development Rights to such persons and upon such terms and conditions as it may deem appropriate.

Section 6.03. Proceeds. If the City receives proceeds from the disposition in whatever fashion of any part or all of the Parking Garage Development Rights either through disposal to the Developer in accordance with this Article VI or to others the City shall, to the extent permitted by law and in consideration for the Developer's capital investment in the Parking Garage in accordance with Article V hereof, credit or pay to developer, as the case may be:

- (a) in the event of a disposition for consideration paid at one time (e.g., by sale) to Developer or any other person, thirty-three and one-third percent (33-1/3%) of the net proceeds (i.e., after deduction of the costs of any such disposition); or
- (b) in the event of a disposition for consideration paid over a period of time (e.g., by lease) to Developer or any other person, thirty-three and one-third percent (33-1/3%) of the net annual rental (i.e., after deduction of all expenses, including any debt service attributable to such space, incurred by the City);

provided, however, that in no event shall the City pay or credit to Developer a sum of money in excess of one million dollars (\$1,000,000).

## ARTICLE VII

### ZONING AND LAND USE

Section 7.01. Zoning and Land Use of Project Area. Those portions of the Project Area which are within the Bedford West Urban Renewal Project Area shall be governed by the Plan, a copy of which is annexed hereto and marked Exhibit K. The Project Area in its entirety shall be governed by the Code as now in force or hereafter amended. If it is necessary to secure amendments, variances or privileges to or under the Plan or the Code in order to permit construction and use of the Project to proceed in accordance with the Development Program and plans approved pursuant to Article III hereof, the Authority and the City shall exercise their best efforts to secure any such amendments, variances or privileges and shall cooperate with Developer in any efforts related thereto.

Section 7.02. Zoning of Adjacent Parcels. In recognition of the fact that design of the Project will reflect light, air, open space and other benefits accruing from the present character of development on adjacent parcels, the City and the Authority shall:



- (a) cooperate with the Developer in exploring possible changes to the Code relative to such parcels with the objective of providing zoning applicable thereto which will encourage development thereof compatible with the design objectives of the Project, and
- (b) not propose any changes to the Code affecting the zoning applicable to such parcels without prior notice to Developer.

## ARTICLE VIII

### CONSULTANTS

Section 8.01. Consultants. The Authority acknowledges and hereby approves the Developer's retention of I. M. Pei and Partners and Cossutta & Ponte, Associated Architects as architects and planning consultants for the Project and Barton-Aschman Associates as traffic consultants for the Project. Developer shall not change such architects and planning consultants without the prior approval of the Authority.

## ARTICLE IX

### ASSIGNMENT

Section 9.01 Selection of Developer. This Agreement is being entered into as a means of permitting and encouraging the development of the Project Area in accordance with the terms hereof and not for speculation in landholding. Developer acknowledges that, in view of:

- (a) the importance of the undertakings set forth herein to the general welfare of the community;
- (b) the substantial financing and other public aids that have been and/or will be made available by law, the federal government and the City for the purpose of making such undertakings possible;
- (c) the importance of the identity of the parties in control of the Developer and the Project; and
- (d) the fact that a transfer of all or part of the legal or beneficial ownership in the Developer, or any other act or transaction involving or resulting in a significant change in the ownership or distribution of such ownership is for practical purposes a transfer or disposition of the interest in the Project then owned by Developer;

the qualifications and identity of Developer are of particular concern to the community, the Authority and the City. Developer further recognizes that it is because of such qualifications and identity that the City and the Authority are entering into this Agreement, and, in so doing, are further willing to accept and rely on the obligations of Developer for the faithful performance of all undertakings and covenants hereby to be performed by it.

Section 9.02 Prohibited Transfers. For the reasons set forth in Section 9.01 hereof and except as otherwise provided herein and in Section 12.09, it is hereby agreed that commencing on the date hereof and continuing for a period of ten (10) years from the date of issuance by the Authority of a certificate of completion (see Section 3.09) with respect to Phase I:

- (a) No transfer (by assignment or otherwise) of all or any part of Developer's rights under this Agreement or of the Developer's interest in the Project shall be made to any person (including



but not limited to, any partnership, joint venture or corporation) unless the consent thereto of the Authority has first been obtained.

- (b) No transfer or change of legal or beneficial interests in Developer (or any successor entity to the Developer permitted hereunder) by sale, pledge or otherwise shall be made unless the consent thereto of the Authority has been first obtained.

Section 9.03. Permitted Transfers. The restrictions set forth in Section 9.02 hereof shall not apply to any transfer:

- (a) of any interest in the Project after its completion, if the Project is developed in one phase;
- (b) of any interest in the Project after completion of Phases I, II and III, if the Project is developed in more than one phase pursuant to Section 3.08 hereof;
- (c) of any leasehold interest in the Project or any part thereof following the completion of the improvements subject to such leasehold interest; provided, however, that prior to completion of the Project or any phase thereof, no transfer of a leasehold interest comprising more than one-third (1/3) of the gross leaseable area of the Project and providing for a term of more than thirty (30) years shall be made without the prior consent of the Authority;
- (d) of any interest in the Project or any part thereof as security to any Institutional Lender providing financing therefor;
- (e) of any rights of Developer under this Agreement with respect to any transfer permitted hereby;
- (f) of rights to Alstores Realty Corporation under the Alstores Agreement relating to subsurface easements, cross licenses, air ducts, and emergency egress requirements set forth therein; or
- (g) of any transfer of any interest in the Project or any part thereof for utility or like easements necessary to permit the construction and use of the Project or any phase thereof.

Section 9.04. Authority's Consent. Where the consent of the Authority to any transfer is required hereby, Developer shall notify the Authority of all parties to whom such transfer is proposed to be made, and such notice shall provide sufficient information to enable the Authority to evaluate the acceptability of the proposed transferee. The Authority, at any time within fifteen (15) days after the giving of such notice of the identity of any such party, shall have the right to notify Developer that it objects to the proposed transfer to such party, and the Authority shall, in such notice, specify reasonable grounds for such objection (no such objection shall be made if no such reasonable grounds exist). If such objection shall be made by the Authority, such party shall not be a transferee without the subsequent consent of the Authority. If objection is not made by the Authority within such fifteen (15) day period or such additional period of time as may be requested by the Authority and reasonably approved by Developer, the proposed transfer shall be deemed to be approved by the Authority.

Section 9.05. Excepted Transfers. Nothing herein shall give the Authority any right or power to control the transfer of any stock, shares or other interests in any corporation the stock of which is traded on a major stock exchange, mutual insurance company or any other entity the ownership interests of which are owned generally by the public at large.



## ARTICLE X

### EXHIBITS

Section 10.01. Exhibits. The parties hereto acknowledge and agree that all of the Exhibits hereto are presently in form and substance acceptable to them and that, except as set forth herein, as to such of the Exhibits as require execution on a future date, all authorizations and approvals which, as to each party, must be given by various boards and official agencies as conditions precedent to the negotiations and execution thereof have been given. To the extent any provisions of any agreement hereafter executed pursuant to this Agreement are in any respect inconsistent with the provisions of this Agreement, the terms of such agreements shall govern.

## ARTICLE XI

### JORDAN MARSH FACILITY

Section 11.01. Jordan Marsh Facility. Reference is made to the fact that certain improvements now on the land abutting the northerly boundary of the Project Area, presently occupied by the Jordan Marsh Store and owned by Alstores Realty Corporation, will be demolished and new improvements constructed with the resulting structure to be thereafter operated in conjunction with the Project. Coordination of such demolition, construction and operation (including the sale of Parcels A and B) is set forth in the Alstores Agreement.

## ARTICLE XII

### DEPOSIT AND DEFAULT

Section 12.01. Letter of Credit. On or before August 14, 1975 an irrevocable documentary letter of credit, in a form, upon terms and conditions and from a bank reasonably satisfactory to the Authority, shall be delivered to the Authority. Such letter of credit shall in any event:

- (a) be in the amount of two hundred and fifty thousand dollars (\$250,000);
- (b) be callable, subject to its terms, by the Authority upon the occurrence of an event of default by Developer as herein-after set forth;
- (c) provide for ten (10) days' prior written notice to be given to the Developer and to the issuer thereof before being called; and
- (d) provide for termination automatically upon the commencement of construction in accordance with Article III hereof.

Section 12.02. Event of Default. An event of default shall occur if either party fails to observe or perform any covenant, agreement or obligation hereunder (including any obligation to proceed in good faith or to exercise best efforts), and shall fail to cure, correct or remedy such default within a reasonable time (in view of the nature of the default, the then circumstances and the effect on the nondefaulting party of the length of the continuation of such default) after written notice from the nondefaulting party specifying such default.



Section 12.03. Default by the Developer. Subject to the rights of Mortgagees provided in Section 12.04, if the Developer commits an event of default and an event of default on the part of the City or the Authority is not then existing, the Authority may:

- (a) terminate this Agreement (except as hereinafter provided in Section 12.05 hereof) upon notice to Developer, whereupon this Agreement shall terminate forthwith;
- (b) retain all payments made hereunder or pursuant to the BRA Agreement, City Agreement or the agreement referred to in Section 4.04; and
- (c) call upon the letter of credit.

Section 12.04. Rights of Mortgagees. Any notices permitted or required to be given hereunder by City or Authority shall be given to any Mortgagee which shall have provided notice to the City or the Authority that it holds a mortgage on any part or all of the Project. Further, any such Mortgagee shall not be obligated to perform any obligations under this Agreement or to construct or complete any part of the Project unless and until such Mortgagee shall have elected specifically so to do in writing. In the event of any such election, such Mortgagee shall be entitled to all of the privileges of Developer hereunder, and the Authority and the City shall accept performance and compliance by such Mortgagee of and with any term, covenant, agreement, provision, condition or limitation on the Developer's part to be kept, observed or performed hereunder with the same force and effect as though kept, observed or performed by the Developer; and any Mortgagee so electing and performing shall be liable and fully bound by the provisions of this Agreement. No sale or other disposition of the Project Rights shall modify or otherwise affect any rights of any Mortgagees and every such sale or other disposition shall always be made subject to such rights.

Section 12.05. Developer's Right to Convey. On notice from the Authority that, in accordance with Section 12.03, it desires to terminate this Agreement as the result of the occurrence of an event of default by Developer hereunder, Developer may notify the Authority that it desires to attempt to convey the Project Rights (which conveyance shall be made subject to this Agreement and any agreement entered into in accordance with the terms hereof), in which event any transferee proposed by Developer shall be subject to the reasonable approval of the Authority. Developer shall have sixty (60) days from the date of such notice of default to notify Authority of any proposed transferee. Following any approval of such transferee by Authority the conveyance by Developer to such transferee shall be completed within ninety (90) days after the date of such approval and after such ninety (90) day period, Developer's right to convey the Project Rights hereunder shall terminate.

Section 12.06. Authority's Right to Purchase. In the event that Developer does not give such notice within sixty (60) days or does not complete such conveyance within such ninety (90) day period, the Authority may notify (which date of notice shall be the Notice Date for purposes of Article XIV) the Developer of its intent to purchase from the Developer, on its behalf or on behalf of the City (or to designate a developer who will purchase on behalf of either), the Project Rights at Fair Market Value (unaffected by the value of the Public Improvements undertaken by the City or the Authority pursuant to this Agreement), and such purchase shall be completed within sixty (60) days following such notification or within thirty (30) days following completion of any appraisal in accordance with Article XIV, whichever is later. The Developer represents and warrants that, except as otherwise provided in the Alstores Agreement, it has the right, power and authority to convey and assign the Project Rights to the Authority in accordance with the provisions of this Section 12.06. and that, in the event of any exercise by the Authority of its rights under this Section 12.06, Developer will undertake such actions and execute such documents as shall be necessary to enable the Authority to acquire the Project Rights hereunder.



Section 12.07. Developer's election to Purchase Parcel D-3. If, pursuant to Section 12.05 or 12.06, the Project Rights are not conveyed to a transferee reasonably acceptable to the Authority, or to the Authority, the Authority shall notify (which date of notice shall be the Notice Date for purposes of Article XIV) Developer that Developer may purchase Parcel D-3 at Fair Market Value, and any such sale shall be completed within sixty (60) days following such notification or within thirty (30) days following completion of any appraisal in accordance with Article XIV, whichever is later. In such case Fair Market Value shall include any increased value to Parcel D-3 resulting from the Public Improvements undertaken by the City or the Authority pursuant to this Agreement and shall exclude any increased value to Parcel D-3 resulting from the ownership by Developer of Parcels D-1 and D-2.

Section 12.08. Sale of Parcel D-3. In the event of a purchase by Developer of Parcel D-3 in accordance with Section 12.07, Developer shall receive a credit toward the purchase price equal to the amount, if any, by which Fair Market Value exceeds the Parcel D-3 Payment, but such credit shall in no event exceed the amount of the Parcel D-3 Payment.

Section 12.09. Default by the City or the Authority. If the City or the Authority commits an event of default and an event of default on the part of the Developer is not then existing, the Developer may:

- (a) seek specific performance by the City and the Authority of their obligations hereunder (including, but not limited to, their obligations with respect to the construction of Public Improvements in accordance with Article IV); and
- (b) enforce any rights available to it under the Parking Garage payment and performance bond referred to in Section 4.05 hereof.

Notwithstanding anything elsewhere herein contained or implied to the contrary except as provided in Section 15.06, it is expressly agreed that if the Parking Garage is not substantially completed as and when required by Section 4.03 then, effective as of date of completion of Phase I, all prohibitions on transfer set forth in Section 9.02 shall automatically cease and terminate and be of no further force and effect.

Section 12.10. Remedies. Without limitation, the existence of an event of default, the reasonableness of notice given with respect thereto and the remedies sought on account thereof shall be subject to review by a court of competent jurisdiction. The parties hereto acknowledge that the provisions set forth in Section 12.03 with respect to the Authority and the City and in Section 12.09 with respect to the Developer are fixed liquidated damages agreed upon because the parties hereto are unable to ascertain the exact amount of damages which any of them would sustain by reason of another's default, and such rights shall be the parties' sole and exclusive remedies. Consistent therewith, none of the parties hereto or any assignee, transferee or other successor to any party hereunder, or to the rights of any party hereunder, shall be personally responsible for performance of any of the obligations herein set forth to be performed by any of the parties hereto.



## ARTICLE XIII

### CONDITIONS TO DEVELOPER'S OBLIGATIONS

Section 13.01. Conditions to Developer's Obligations. In the event that the following conditions are not fulfilled on or before December 31, 1975, the Developer may terminate this Agreement in accordance with Section 13.02 hereof:

- (a) The federal Environmental Protection Agency ("EPA") shall have approved the construction of the Parking Garage in accordance with Article IV.
- (b) The actions and approvals set forth on Exhibit L with respect to land acquisition, design, construction and financing for the Public Improvements shall have been taken and shall have provided for the expenditure, solely with respect to the Public Improvements, of twenty six million dollars (\$26,000,000), toward the costs of such acquisition, design and construction.
- (c) All other federal, state and local legislation, permits, authorizations and approvals (except building permits) shall have been finally and unconditionally obtained to permit the Public Improvements to be undertaken as hereby required.

The City, the Authority and the Developer shall forthwith exercise and diligently pursue their best efforts to enable the foregoing conditions to be satisfied. In this connection, the City and the Authority represent that initial processing of a request for EPA approval has commenced, and that all appropriate action required by the EPA to obtain final approval will continue to be diligently pursued to conclusion. The City and the Authority will keep the Developer advised of developments relating to such EPA approval.

Section 13.02. Termination for Failure of Condition. In the event that any condition set forth in Section 13.01 hereof has not been fulfilled on or before December 31, 1975 or such additional time as may be reasonably requested by Authority and approved by Developer, the Developer may, at its election, terminate this Agreement, postpone the time for fulfillment of such condition for such period of time as the Developer may deem reasonable or waive the fulfillment of such condition. Upon any such termination for failure of condition there shall forthwith be returned to the Developer by the City and the Authority all sums theretofore paid by Developer to either hereunder (including any payments drawn under the aforesaid letter of credit), the aforesaid letter of credit shall be terminated and returned to the Developer, and, thereafter, this Agreement shall terminate and all further obligations of the Developer hereunder shall cease, and the foregoing shall be the Developer's sole and exclusive recourse in the event of such termination.

## ARTICLE XIV

### FAIR MARKET VALUE

Section 14.01. Fair Market Value. The term "Fair Market Value" as used in this Agreement means the price, as of the Notice Date, which a seller, willing but not obligated to sell would accept for the Project Rights, and which a buyer, willing but not obligated to buy, would pay therefor in an arms' length transaction. Fair Market Value shall be determined by the following procedure:



Either party may give written notice of such disagreement to the other party and in such notice shall designate the first appraiser (the "First Appraiser"). Within fifteen (15) days after the service of such notice, the other party shall give written notice to the party giving the first notice, which notice shall designate the second appraiser (the "Second Appraiser"). If the Second Appraiser is not so designated within or by the time above specified, then the party designating the First Appraiser may request appointment of the Second Appraiser by the Chief Judge of the United States District Court for the District of Massachusetts or any successor federal court of original jurisdiction. The First and Second Appraisers so designated or appointed shall appoint a third appraiser (the "Third Appraiser") and if they shall be unable to agree upon such appointment within ten (10) days after the time aforesaid, the Third Appraiser shall be selected by the parties themselves, if they can agree thereon within a further period of fifteen (15) days. If the parties do not so agree, then either party, on behalf of both, may request that such appointment be made by the Chief Judge of the United States District Court for the District of Massachusetts or any successor federal court of original jurisdiction. In the event of the failure, refusal or inability of any appraiser to act, a new appraiser shall be appointed in his stead, which appointment shall be made in the same manner as hereinbefore provided for the appointment of such appraiser so failing, refusing or being unable to act. Each party shall pay the fees and expenses of the appraiser appointed by such party, or in whose stead, as above provided, such appraiser was appointed, and the fees and expenses of the Third Appraiser, and all other expenses, if any, shall be borne equally by both parties. Any appraiser designated to serve as above provided, shall be disinterested, and shall be familiar with property values in metropolitan Boston, Massachusetts. The appraisers shall determine the Fair Market Value of the Project Rights. A decision joined in by two of the three appraisers shall be the decision of all the appraisers. After reaching a decision, the appraisers shall give written notice thereof to the parties hereto which notice shall in reasonable detail state the Fair Market Value so determined and the factors considered by the appraisers in making such determination, and the Fair Market value so stated shall be considered Fair Market Value for the purposes of this Agreement and shall be final and binding upon such parties. If the appraisers shall fail to reach a decision within ninety (90) days (or such further time as may reasonably be requested by either party and approved by the other) after the appointment of the third appraiser, either party may make application to any court of competent jurisdiction for a determination by such court of Fair Market Value.

Section 14.02. Fair Rental Value and Fair Market Value of Parcel D-3. The provisions of Section 14.01 hereof shall apply, mutatis mutandis, to the determination of Fair Rental Value (pursuant to Article VI) and Fair Market Value of Parcel D-3 (pursuant to Article XII).

## ARTICLE XV

### MISCELLANEOUS

Section 15.01. Governing Law. This Agreement is being executed and delivered in the Commonwealth of Massachusetts and shall be governed by and construed and interpreted in accordance with the laws thereof.

Section 15.02. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and they shall in no way be held or deemed to define, modify or add to the meaning, scope or intent of any provisions of this Agreement.

Section 15.03. Consents and Approvals. Except as herein otherwise



provided, whenever in this Agreement the consent or approval of either party is required, such consent or approval shall not be unreasonably withheld, delayed or qualified and shall be in writing, signed by an officer or agent, thereunto duly authorized, of the party granting such consent or giving such approval.

Section 15.04. No Waiver. No assent, express or implied, by either party to any breach of or default in any term, covenant or condition herein contained on the part of the other to be performed or observed shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term, covenant or condition hereof.

Section 15.05. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof, shall be in writing, and shall be deemed to have been properly given if delivered by hand or sent by registered or certified United States mail, postage prepaid, return receipt requested, and

- (1) if directed to the City, addressed to it:

c/o Corporation Counsel  
Law Department  
City Hall  
Boston, Massachusetts 02101

- (2) if directed to the Authority addressed to it:

c/o Director  
Boston Redevelopment Authority  
City Hall  
Boston, Massachusetts 02101

- (3) if directed to Developer addressed to it:

c/o Sefrius Corp.  
600 Madison Avenue  
New York, New York 10022

with a copy to:

Palmer & Dodge  
One Beacon Street  
Boston, Massachusetts 02108  
Attention: James B. White, Esquire

or such other address as may from time to time be specified in writing by any party hereto. Unless otherwise specified in writing, each party shall direct all sums payable to another party to said party's address for notice purposes.

Section 15.06. Force Majeur. In the event that either party shall be unable timely to perform its obligations hereunder due to fire, earthquake, flood, explosion, casualty, strike, unavoidable accident, riot, insurrection, civil disturbance, act of public enemy, embargo, war, act of God, or any other similar cause beyond its control, the time for such performance shall be extended for a period equal to the length of the delay caused thereby; provided, however, that any party hereto intending to avail itself of the provisions of this Section 15.06 shall give notice of such intent to the other parties hereto not more than fifteen (15) days from the date of occurrence of any such cause.

Section 15.07. Invalidity of Provisions. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court, this Agreement shall be construed as if it did not contain such phrases, sentences, clauses or paragraphs.

Section 15.08. Rights of Others. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto, their authorized successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 15.09. Survival of Obligations. All of the obligations, representations, warranties and covenants made in this Agreement shall be deemed to have been relied upon by the party to which it was made and to be material and shall survive the execution and performance of any agreements related hereto to the extent that they are by their terms, or by a reasonable interpretation of the context, to be performed or observed after the performance of any such agreements.



Section 15.10. Time of Essence. Time is of the essence of this Agreement, and the parties hereto shall diligently, promptly and punctually perform the obligations required to be performed by each of them and shall diligently, promptly and punctually attempt to fulfill the conditions applicable to each of them.

Section 15.11. Payments to City. Except as otherwise expressly herein provided, all payments hereunder to be made by the Developer shall be paid to the City.

Section 15.12. Authority to Act. Except as provided in Section 15.11 hereof and with respect to notices required or permitted hereunder, the Authority may for all purposes hereunder act for and on behalf of the City. Unless any notice given or action taken by the Authority expressly provides otherwise, the Developer shall accept such notice or action as if it were also the action of the City hereunder. Without limitation, the Developer may, for the purposes of seeking and obtaining approvals, deal with the Authority and rely upon its actions as being the actions of the City hereunder.

Section 15.13. Ownership of Developer. The Developer hereby warrants and represents that its outstanding and issued shares of stock are owned approximately ninety (90) percent by Union Internationale Immobiliere and approximately ten (10) percent by Societe D'Etudes Financieres Et De Realisations Immobilieres, both of which are French corporations.

Section 15.14. Duration of Plan. Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate on the date of the termination of the Plan.

Section 15.15. Real Estate Taxes. Nothing in this Agreement shall affect any right, remedy or recourse available to the City in law or in equity for the failure by the Developer (or other party responsible therefor) to pay any real estate tax, assessment, water charge, sewer rent or charges and every other governmental charge of every character, general and special, ordinary and extraordinary, which may be assessed, levied, confirmed, imposed or become a lien on the Project Area.

Section 15.16. Supplemental Documents. Recognizing that the implementation of the provisions hereof with respect to various actions of the parties hereto may require the execution of supplemental documents (including, without limitation, the preparation of a detailed survey with respect to the Project Area) the precise nature of which cannot now be anticipated, each of the parties agrees to assent to, execute and deliver such other and further documents as may be reasonably required by other parties hereto (or by any Mortgagee) so long as such other and further documents are consistent with the terms and provisions hereof, shall not impose additional obligations on any party, shall not deprive any party of the privileges herein granted to it and shall be in furtherance of the intent and purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

ATTEST:

CITY OF BOSTON

By \_\_\_\_\_

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_

ATTEST:

SEFRIUS CORP.

By \_\_\_\_\_



Approved as to form:

---

Herbert P. Gleason  
Corporation Counsel  
City of Boston

Approved as to form:

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Charles J. Speleotis  
Chief General Counsel  
Boston Redevelopment Authority



**Legend:**

- Property Lines
- Jordan Marsh a.k.a. Al-Jordan Tract
- Lafayette Place a.k.a. Lafayette Tract
- Discontinued R.O.W.
- New Essex R.O.W.
- Lafayette Garage

**Map Labels:**

- Summer
- Jordan Marsh Facility (Units 1, 2 & 3)
- Parcel A (Annex)
- Parcel B (Briard)
- Parcel C (Raymond's Parcel, A.K.A. Bedford West Urban Renewal Project)
- Parcel D-1
- Parcel D-2 (Wayward Parcel)
- Parcel D-3
- Parcel D-4
- Parcel D-5
- Parcel D-6
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- Parcel D-74
- Parcel D-75
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- Parcel D-94
- Parcel D-95
- Parcel D-96
- Parcel D-97
- Parcel D-98
- Parcel D-99
- Parcel D-100

**Scale:** 0 to 300 feet

**North Arrow:** pointing towards the top right of the map.

**Map Title:** Parcel Map of Jordan Marsh Area, A.K.A. Al-Jordan Tract, Lafayette Place, and Lafayette Tract.

parcel also from Wm. S. Crocker survey  
 parcels D-1, 2 & 3 as per City Tax Map



CITY OF BOSTON  
IN CITY COUNCIL

ORDERED: That the Mayor of the City of Boston be,  
and he hereby is, authorized and empowered to execute  
and deliver in the name and behalf of the City of Boston  
an agreement with the Boston Redevelopment Authority in  
substantially the following form:

COOPERATION AGREEMENT

between

CITY OF BOSTON

and

BOSTON REDEVELOPMENT AUTHORITY

for

CENTRAL BUSINESS DISTRICT/BEDFORD-WEST URBAN RENEWAL PROJECT

THIS AGREEMENT made this            day of  
by and between the CITY OF BOSTON, herein called the City,  
a municipal corporation of the Commonwealth of Massachusetts,  
and the BOSTON REDEVELOPMENT AUTHORITY, herein called the  
Authority, a public body politic and corporate duly existing  
under Chapter 121B of the General Laws of Massachusetts

WITNESSETH THAT:

EXHIBIT B

WHEREAS the Authority has adopted an Urban Renewal Plan (hereinafter referred to as the "Plan") for the CBD Bedford-West Urban Renewal Project (hereinafter referred to as the "Project"), in the City of Boston, and said Plan has been approved by the Mayor and the City Council of the City of Boston; and

WHEREAS the Plan provides for the acquisition, demolition and removal or rehabilitation of structures in the area covered by said Project (hereinafter called the "Project Area"), the installation of site improvements and public facilities, and the disposition of land in the Project Area for uses in accordance with the Plan; and

WHEREAS to carry out and complete the Project, the Authority will need financial assistance from the United States of America under Title I of the federal Housing Act of 1949 (as amended), hereinafter called "Title I", and also local grants-in-aid; and

WHEREAS under Title I such local grants-in-aid may consist of, among other things, cash grants; donations, at cash value, of certain real property (exclusive of land in streets, alleys, and other public rights-of-way which may be vacated in connection with the Project) in the Project Area; certain demolition, removal of other work or improvements in the Project Area at the cost thereof; and the provision, at their cost, of public buildings or other public facilities which are necessary for carrying out the urban renewal objectives of the Project in accordance with the Plan; and

WHEREAS the Authority has applied under Title I for financial assistance from the United States of America in the form of a loan and grant;

NOW, THEREFORE, in consideration of the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the City and the Authority do hereby covenant and agree as follows:



(1) To help defray the cost of the Project, the Authority will comply with all conditions, statutory or otherwise necessary to obtain a capital grant from the United States under Title I in the maximum amount allowed by law.

(2) The Authority will undertake the Project in accordance with the Plan and as funds are made available will commence and carry out each successive phase of the Project as expeditiously as possible.

(3) The City will make such local grants-in-aid to the Authority in a total amount which, when added to the local grants-in-aid provided to this Project on account of undertakings by any other entity and the local grants-in-aid assigned by the Authority to this Project from other projects of the Authority, will equal one-third of the actual net project cost of this Project as finally determined and approved by the Department of Housing and Urban Development in accordance with Title I and in accordance with a loan and grant contract to be entered into between the Authority and the United States of America, which one-third is currently estimated at \$2,000,000.

(4) A. If, during the course of the Project, any revised estimate of net project cost determined in accordance with Title I and approved by the Department of Housing and Urban Development is higher than the current or an intermediate estimate, the City will, upon demand by the Authority, pay to the Authority such sums of money as will, when added to all other local grants-in-aid made or to be made with respect to the Project, total one-third of such revised estimate of net project cost.

B. Upon completion of the Project by the Authority and the final determination in accordance with Title I and approved by the Department of Housing and Urban Development aforesaid of the actual net project cost thereof, the City will make to the Authority such additional cash payment, if any, as may be necessary to bring the total grants-in-aid for the Project up to an amount equal to one third of said actual net project cost as so finally determined and approved. If, upon such completion and final determination and approval,

the local grants-in-aid heretofore made with respect to the Project shall total an amount in excess of one third of said actual net project cost as so finally determined and approved, such portion of the excess as was paid in cash shall be refunded, without interest, by the Authority to the City.

(5) The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys, and other public rights-of-way within the Project Area as may be necessary in carrying out the Plan, and the laying out as public streets or ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority agrees not to sue the City for any damages for any such vacating or layout out; and the Authority further agrees to reimburse the City for any such damages recovered by others under Chapter 79 of the General Laws of Massachusetts, as amended, or any other provision of law for such vacating or laying out.

(6) The City, acting by its Mayor, will recommend to the proper boards or officers such action as may be necessary to waive, change, or modify, to the extent necessary or desirable to permit carrying out the Project, the statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for buildings in Boston.

(7) The Authority recognizes that the City, in accordance with Section 16 of Chapter 121B of the General Laws of Massachusetts, may require payments in lieu of taxes, betterments and special assessments on all property held by the Authority as part of the Project. The City hereby agrees that if such payments are required pursuant to said Section 16 they shall not be required in excess of the amount of such payments eligible as project costs under the applicable regulations of the Department of Housing and Urban Development in effect from time to time, and further agrees that any such payments required will be based upon assessments in the tax year during which the property is acquired by the Authority.



(8) The City shall continue to maintain the "workable program" heretofore adopted by it, and shall cooperate with the Authority by such other lawful actions and in such other lawful ways as may be necessary in connection with the undertaking and carrying out of the Project in all its phases.

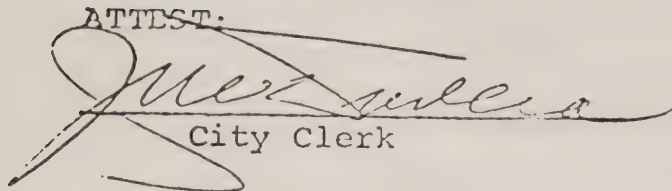
(9) The City will take steps appropriate to assure that no member of its governing body and no other City official who exercises any functions or responsibilities in the review or approval of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project Area, or in any contract or proposed contract in connection with the carrying out of the Project.

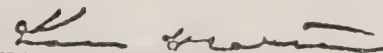
(10) It is further understood that the parties recognize that Title VI of the Civil Rights Act of 1964 and the regulations and policies of the Department of Housing and Urban Development effecting the Title prohibit discrimination on the grounds of race, color, sex, religion or national origin in the policies, practices and uses of the public facilities proposed for credit to the locality's share of the cost of an urban renewal project receiving financial assistance from the United States. The City of Boston covenants that the public facilities herein proposed as local grants-in-aid will be available to and serve all persons without regard to race, color, sex, religion or national origin. Without being by way of limitation, it is the intention of the parties that this anti-discrimination agreement shall accrue to the benefit of the United States and the Secretary of the Department of Housing and Urban Development.

IN WITNESS WHEREOF the City of Boston and the  
Boston Redevelopment Authority have respectively caused  
this Agreement to be duly executed as of the day and year  
first above written.

CITY OF BOSTON

ATTEST:

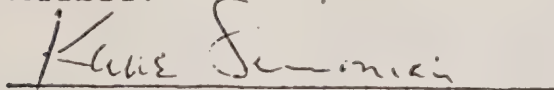
  
City Clerk

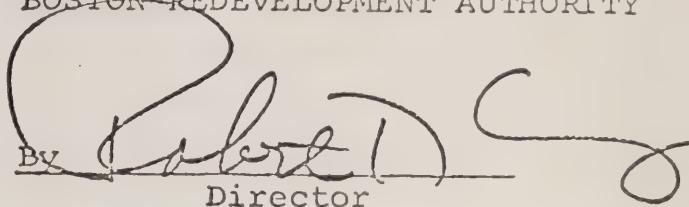
By   
Mayor

MAY 4 1973

BOSTON REDEVELOPMENT AUTHORITY

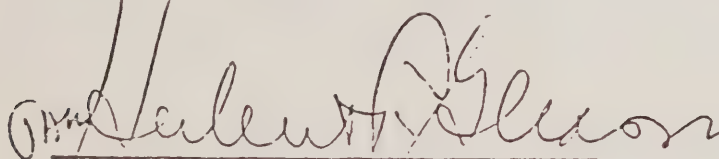
ATTEST:

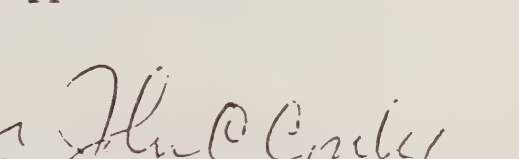
  
Attestor

By   
Director

Approved as to form:

Approved as to form:

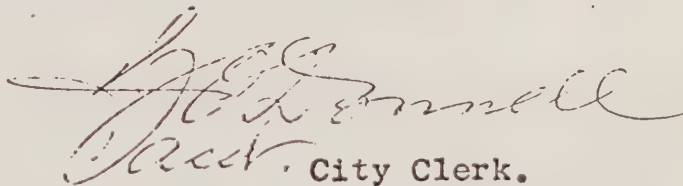
  
Corporation Counsel

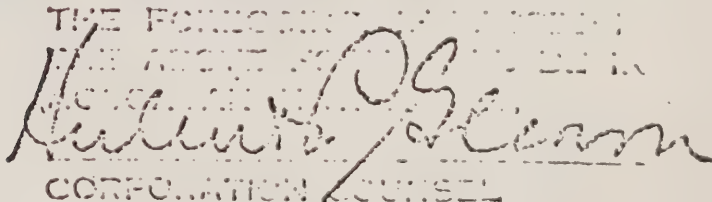
  
General Counsel

In City Council April 23, 1973. Passed.

Approved by the Mayor April 30, 1973.

Attest:

  
Attest. City Clerk.

I HEREBY CERTIFY THAT  
THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE  
ORIGINAL AS FILED IN  
  
CORPORATION COUNSEL



## MEMORANDUM

APRIL 17, 1975

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: BEDFORD-WEST URBAN RENEWAL AREA PROJECT NO. MASS. R-82L  
LAFAYETTE PLACE  
DEVELOPMENT AGREEMENT

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Summary: This Memorandum requests that the Authority authorize the Director to execute a tripartite development agreement with the City of Boston and Sefrius Corp.

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The Sefrius Corporation has proposed that it develop an assemblage of land located in the downtown retail district bounded by Avon Street, Chauncy Street, New Essex Street and Washington Street. The Project contemplates a multi-use development involving various retail, commercial, office, hotel, recreational and, possibly, residential uses as more definitively described in the development program attached hereto.

The agreement provides for the acquisition by Sefrius of properties presently owned by the City of Boston and the Boston Redevelopment Authority. The latter property is the single parcel comprising the Bedford-West Urban Renewal Area and will be disposed of in accordance with HUD's disposition requirements.

The Sefrius proposal fulfills all of the requirements of the Bedford-West Urban Renewal Plan. The development will consist of approximately 460,000 square feet of retail space, one million square feet of office space in three or four medium-rise office buildings, and a 750-room hotel. The Project will be integrated with the proposed Jordan Marsh Facility by means of an MBTA pedestrian passageway, which will be a fare-free zone permitting direct access to Lafayette Place from area department stores.

The City will provide for the design and construction of public improvements consisting generally of a garage for 1500-2000 vehicles, New Essex Street between the Southeast Expressway and Washington Street and certain street improvements along Washington and Chauncy Streets. The anticipated cost of public improvements is approximately Twenty-Five Million (\$25,000,000.00) Dollars. The Developer's anticipated cost is approximately One Hundred and Thirty-Five Million (\$135,000,000.00) Dollars.

This unique proposal represents an outstanding coordination of public and private efforts with respect to the rejuvenation of the downtown retail area.

It is therefore recommended that the Authority authorize the Director to execute a tripartite agreement with the Developer and the City of Boston.

An appropriate Vote follows:

VOTED: That the Director be and hereby is authorized and empowered to execute a tripartite agreement by and between the Authority, Sefrius Corp. and the City of Boston concerning the development of Lafayette Place in substantially the form of the Agreement attached hereto.



EXHIBIT C  
of that certain  
AGREEMENT  
by and among  
Sefrius Corp., the City of Boston and the  
Boston Redevelopment Authority  
dated April 16, 1975

---

Being a list of the essential terms of  
the land disposition agreement referenced in  
Section 2.01(b) of the Agreement.

1. Title of property to be conveyed by quitclaim deed: Good and clear record and marketable title free from all liens and encumbrances (except as provided in the Escrow Agreement among the parties hereto) but subject to the conditions, covenants and restrictions set forth in the Agreement and the Plan. Title shall be such that a reputable title insurance company (such as Lawyers Title Insurance Corporation) will issue a commitment to insure the fee ownership in the amount of the purchase price and without exceptions except as aforesaid.
2. Condition of property at closing: Free and clear of all improvements except streets, sidewalks, public and private utilities (but Authority will abandon, except as provided in paragraph 4n. of the City Agreement, disconnect and cap public utilities) and walls and foundations below the surface, and all cellar holes and excavations filled to the level of the surrounding ground and in a good and workmanlike manner and the finished surface rough graded so as to conform approximately to the present street elevations.
3. Purchase Price: Total purchase price determined by multiplying total square footage of property conveyed (\_\_\_\_\_ square feet) times appraised fair market value (\$25/square foot). Payable in cash or by certified or bank check at closing.
4. Conditions precedent to closing:
  - a. As set forth in Agreement;
  - b. Title and condition of property to be as set forth in paragraphs 1. and 2. hereof and free and clear of all tenants and occupants;
  - c. City shall have conveyed or then be ready, willing and able to convey the property described in the City Agreement subject to the terms and conditions of the City Agreement;
  - d. Lease of Parcel D-3 shall have been terminated;



- e. Developer shall have acquired those parcels to be acquired under the Alstores Agreement and Code Agreement;
  - f. Construction of the Public Improvements shall be proceeding in accordance with Article IV of the Agreement;
  - g. Final Working Drawings and Specifications shall have been approved by the Authority in accordance with Section 3.02 of the Agreement;
  - h. Developer shall have furnished evidence of commitments for mortgage financing for Phase I reasonably satisfactory to the Authority;
  - i. Developer shall not be in material default of Alstores Agreement, Code Agreement or any provisions of the Agreement;
  - j. Authority or City shall not be in material default of any provision of the Agreement;
  - k. All approvals necessary to permit construction for Phase I to commence and proceed shall have been obtained;
  - l. Developer and a contractor shall have entered into a construction contract for Phase I reasonably satisfactory to the Authority;
  - m. Those portions of streets scheduled to be discontinued pursuant to the Agreement shall have been discontinued.
5. Default: As set forth in Agreement; however if Authority defaults in its obligation to convey property, Agreement terminates sixty (60) days after notice to that effect from Developer.
6. Restrictions and controls on use of property: As set forth in Agreement and Bedford West Urban Renewal Plan.
7. Construction Schedule: As set forth in Construction Notice.
8. Assignment; Transfer of property: As set forth in Article IX of Agreement.
9. Mortgages: As set forth in Agreement.

10. Insurance: During term of Plan in kind and amounts customarily required by Institutional Lenders.
11. Public Improvements: City and Authority obligated to complete as set forth in Agreement.
12. Closing: After satisfaction of conditions and upon thirty (30) days notice from either party.
13. Design and Drawings: As set forth in Agreement.
14. Eminent domain awards: Developer waives claims to awards of damages, if any, to compensate for the closing, laying out, or change in grade of any street within, fronting or abutting Project Area which is presently scheduled (in Agreement) to be closed, laid out, or changed in grade.
15. Miscellaneous: Nondiscrimination provisions; 1% of construction cost attributable to construction on Parcel C to be devoted to works of art located on any portion of the Project Area; LDA subject to approval by United States Department of Housing and Urban Development; and federal or state documentary tax stamps and recording fees to be paid by Developer.



EXHIBIT D  
of that certain  
AGREEMENT  
by and among  
Sefrius Corp., the City of Boston and the  
Boston Redevelopment Authority  
dated April 16, 1975

---

Being a list of the essential terms of  
the purchase and sale agreement referenced in  
Section 2.01(d) of the Agreement.

1. Title of property to be conveyed by quitclaim deed:

Good and clear record and marketable title free from all liens and encumbrances (except as provided in the Escrow Agreement among the parties hereto) but subject to the conditions, covenants and restrictions set forth in the Agreement and Plan.

Title shall be such that a reputable title insurance company (such as Lawyers Title Insurance Corporation) will issue a commitment to insure the fee ownership in the amount of the purchase price and without exceptions except as aforesaid.

2. Condition of property at closing: Free and clear of all improvements except streets, sidewalks, public and private utilities (but City will abandon, except as provided in paragraph 4n. hereof, disconnect and cap public utilities) and walls and foundations below the surface, and all cellar holes and excavations filled to the level of the surrounding ground in a good and workmanlike manner and the finished surface rough graded so as to conform approximately to the present street elevations.

3. Purchase Price: Total purchase price determined by multiplying total square footage of property conveyed (\_\_\_\_\_ square feet) times appraised fair market value (\$25/square foot). Payable at closing in cash or by certified or bank checks. (Lesser of \$300,000 or cost of demolition to be credited at closing).

4. Conditions precedent to closing:

- a. As set forth in Agreement;
- b. Title and condition of property to be as set forth in paragraphs 1. and 2. hereof and free and clear of all tenants and occupants;
- c. Authority shall have conveyed or then be ready, willing and able to convey the property described in the BRA Agreement subject to the terms and conditions of the BRA Agreement;



- d. Lease of Parcel D-3 shall have been terminated;
  - e. Developer shall have acquired those parcels to be acquired under the Alstores Agreement and Code Agreement;
  - f. Construction of Public Improvements shall be proceeding in accordance with Article IV of the Agreement;
  - g. Final Working Drawings and Specifications 'shall' have been approved by the Authority in accordance with Section 3.02 of the Agreement;
  - h. Developer shall have furnished evidence of commitments for mortgage financing for Phase I reasonably satisfactory to Authority;
  - i. Developer shall not be in material default of Alstores Agreement, Code Agreement or any provision of the Agreement;
  - j. Authority or City shall not be in material default of the Agreement;
  - k. All approvals necessary to permit construction for Phase I to commence and proceed shall have been obtained;
  - l. Developer and a contractor shall have entered into a construction contract for Phase I reasonably satisfactory to Authority;
  - m. Developer and the City shall have entered into an agreement granting and conveying a perpetual, non-exclusive easement for the benefit of and use by the general public along Bedford Street;
  - n. Developer and the City shall have entered into an agreement granting and conveying a perpetual non-exclusive easement for installation and maintenance of public utilities by the City under Bedford Street;
  - o. Those portions of streets scheduled to be discontinued pursuant to the Agreement shall have been discontinued.
5. Default: As set forth in Agreement; however if City defaults in its obligation to convey property, Agreement terminates sixty (60) days after notice to that effect from Developer.

6. Restrictions and controls on use of property: As set forth in Agreement.
7. Construction Schedule: As set forth in Construction Notice.
8. Assignment; Transfer of property: As set forth in Article IX of Agreement.
9. Mortgages: As set forth in Agreement.
10. Insurance: During demolition on Parcel D-3, Developer will maintain or cause demolition contractor to maintain in kinds and amounts customarily maintained by owners and contractors during similar demolition. During term of Plan in kind and amounts customarily required by Institutional Lenders.
11. Public Improvements: City and Authority obligated to complete as set forth in Agreement.
12. Closing: After satisfaction of conditions and upon thirty (30) days notice from either party.
13. Design and Drawings: As set forth in Agreement.
14. Eminent domain awards: Developer waives claims to awards of damages, if any, to compensate for the closing, laying out, or change in grade of any street within, fronting or abutting Project Area which is presently scheduled (in Agreement) to be closed, laid out, or changed in grade.
15. Interim lease: Upon terms and conditions agreed upon but providing that Parcel D-3 may be used for parking subject to 50% of net revenues being paid to City in lieu of real estate taxes.
16. Miscellaneous: Nondiscrimination provisions; subject to receipt of approvals required by law (which Developer shall exercise best efforts to obtain), demolition of garage to be completed by December 31, 1976; and demolition contract to be subject to reasonable approval of the City; and Authority and City to be held harmless for claims relating to demolition on Parcel D-3.



## EXHIBIT E: DEVELOPMENT PROGRAM

### I. PROGRAM

Retail (4 levels)	300,000 SF GLA
Department Store	160,000 SF GLA
Hotel	750 Rooms
Office Buildings	1,200,000 GSF

### II. DESIGN OUTLINE

Concourse Level: The concourse level will be devoted to retail activities. Direct connections will be made to the Washington/Summer and Washington/Essex MBTA stations, so that the large numbers of mass transit patrons arriving at Lafayette Place will be tapped at this level. The office buildings above will serve as magnets drawing people through the site and adding to the commercial viability of the retail establishments.

Both Jordan's and Filene's famous basement stores are at the concourse level, closely linked to Lafayette Place, and the new Department Store at the southern end of Lafayette Place will likewise feature an important selling area at this level.

A sub-basement level will be built below the concourse to accommodate service functions for Lafayette Place, particularly providing for off-street loading and unloading. This will be entered from Chauncy Street through an existing ramp under Jordan Marsh. The developers have agreed to pay Allied Stores up to \$2 million to defray the costs of extending this ramp under Jordan Marsh to connect with the sub-basement.

Street Level: Along Washington Street, the design will emphasize an active, pedestrian orientation in keeping with the present character of the street as the lifeline of a bustling urban retail center. The street front and the through-pedestrian passageways will offer visual drama and excitement to attract and engage the attention of the passersby.

As all vehicular traffic will be excluded within the perimeter of Lafayette Place, unimpeded pedestrian flow will be achieved even at the street level. Within the project area, a north-south pedestrian passageway will connect Jordan Marsh with the new Department Store planned for the southern end of the site. This passageway will also tie in, at various points, with the street front along Washington.

Lobbies for the office buildings will also be located at this level.

Mezzanine Level: This level will in actuality be a third level of retail space. Where the concourse level taps the subway rider and the street level taps the pedestrian, the second level also benefits in having a major source of patrons who will arrive by the pedestrian bridge from the garage to be constructed by the City east of Chauncy Street. This will strengthen this level from a merchandising point of view.

Third Level: The hotel arrival desk and lobby will be situated at this level, connected by the pedestrian bridge to the garage and staging lobby across the street. The main lobby will dramatically overlook the retail areas below, encouraging the feeling of integration between the two uses. Since the hotel will also be a source of patrons, it is anticipated that certain retail activities such as cafes, restaurants, cinemas and recreation-oriented facilities can be supported at this level. These will underscore the objective of giving Lafayette Place round-the-clock life.

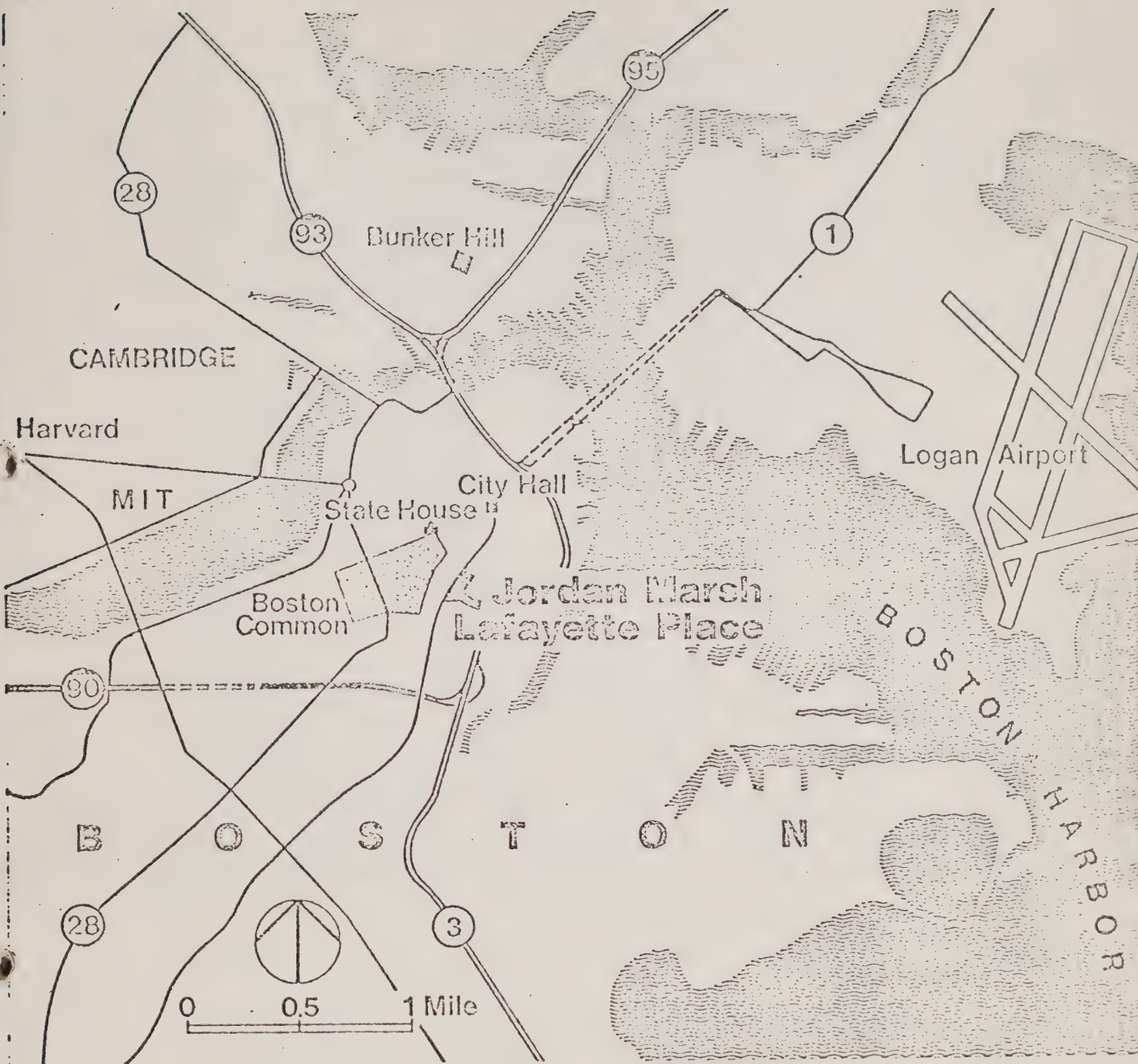
Sections: The retail center is surmounted by low-rise office buildings featuring tiered setbacks. The general mass is consistent with the prevailing profile in the retail core. The hotel has been set away from Washington Street, fronting on Chauncy. It is a taller element with rooms which will have desirable views over the project and the City. If later analysis indicates the feasibility of such use, a residential component may be incorporated in the Program in keeping with the objective of maintaining activity in the downtown area on a 24-hour basis.

### III. PROJECT DESIGN REQUIREMENTS

1. The floor area ratio shall initially be established in accordance with the Zoning Code of the City of Boston, however, it is recognized that the ratio shall ultimately be determined by considering development requirements and environmental impact or effect. In the event that variances are required following such a determination, then the Authority and City shall exercise their best efforts to secure any such variance and shall cooperate with the Developer in any efforts related thereto.
2. Building coverage: Maximum coverage of the site is encouraged.
3. An interior covered pedestrian passageway, open to the public, must be maintained for the length of the building along former Bedford Street from Chauncy to Washington Streets.
4. Subway access: Public pedestrian access through the project must be maintained connecting the Washington Street MBTA Station with the north-bound platform of the Essex Street MBTA Station at all hours that the Department Store at the southern end of the project will be open for business. Such access must be at levels consistent with usage by the handicapped.
5. Active retail frontage is required along the entire ground level of Washington Street; it being the intent of the Authority that pedestrian activity be encouraged or enhanced along said street by the inclusion in the project of the maximum possible number of individual store entrances and display windows, with ninety percent of the linear ground floor facade devoted to such entrances and windows. The parties hereto acknowledge that the Design Review Process shall include review by the Authority of the number of such entrances.
6. Pedestrian weather protection in the form of a canopy, arcade or overhang must be provided along the total Washington Street frontage.



7. Off-street loading must be provided totally within the building.
8. Along Washington Street, the first two floors must be retail uses.
9. Along Washington Street, the cornice height must not be less than 52' above street level.
10. No building is to be higher than 450' above street level.



# Lafayette Place / Boston

SEFRIUS Corporation - Developer  
L.M. Fyl & Partners - Consultant & Planner  
Associated Architects and Planners





# Lafayette Place / Boston

SEPRIUS Corporation — Developer  
 I.M. Pei & Partners, Cosuttia & Ponte  
 Associated Architects and Planners



Lafayette Place / Boston



0 100' 200'

BEFRUS Corporation - Developer  
J.M. Pel & Partners, Coasutta & Ponto  
Associated Architects and Planners





Lafayette Place / Boston

0 100' 200'

SEFRIUS Corporation - Developer  
I.M. Pei & Partners - Consultant & Planners  
Associated Architects and Planners

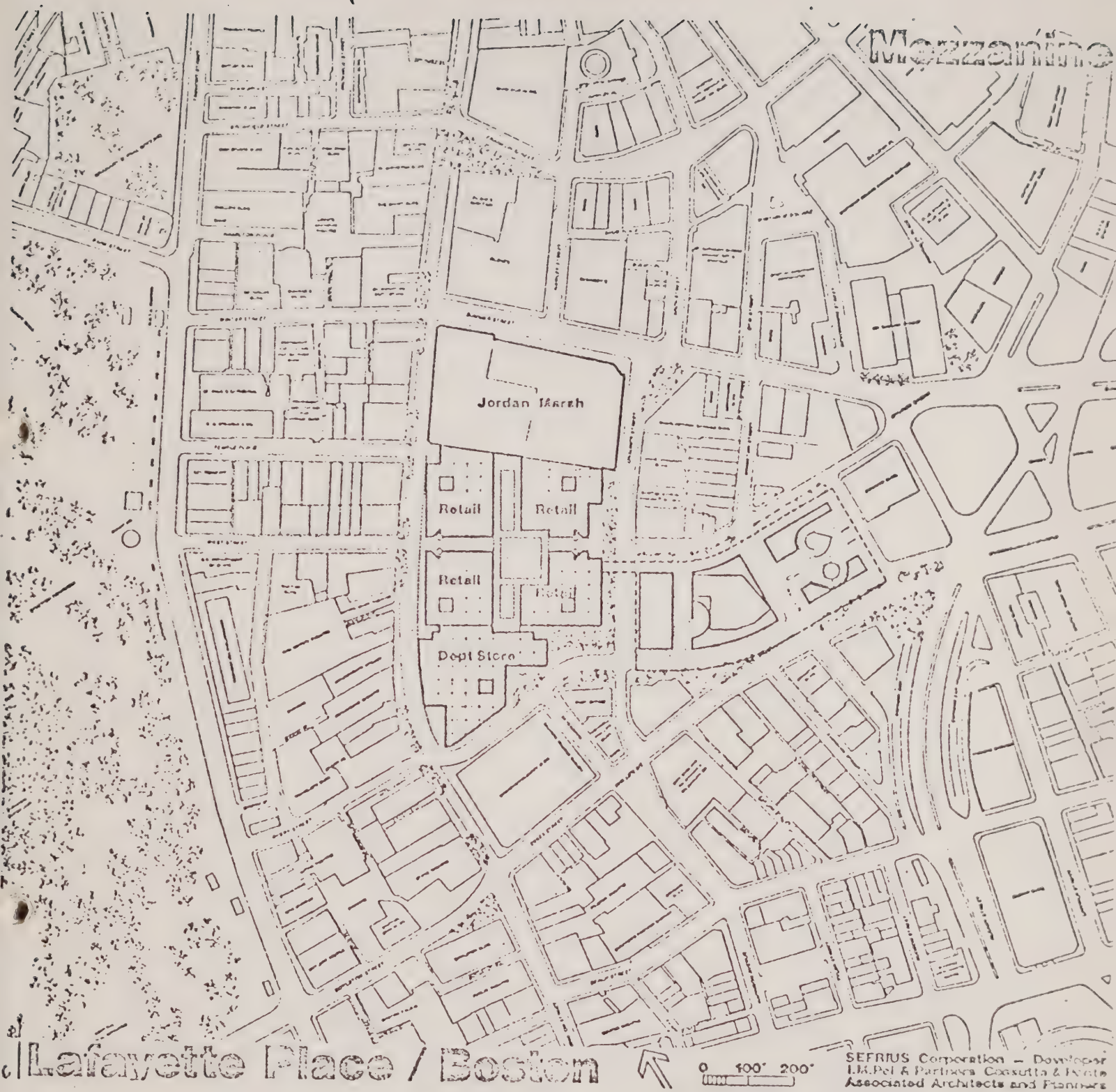


Lafayette Place / Boston

0 100' 200'

SEFRUS Corporation - Developer  
I.M. Pei & Partners - Consultant & Architect  
Associated Architects and Planners





Mezzanine

Jordan Marsh

Retail

Retail

Retail

Retail

Dept Store

Lafayette Place / Boston

0 100' 200'

SEFRUS Corporation - Developer  
J.H. Pei & Partners, Consultants & Planners  
Associated Architects and Planners

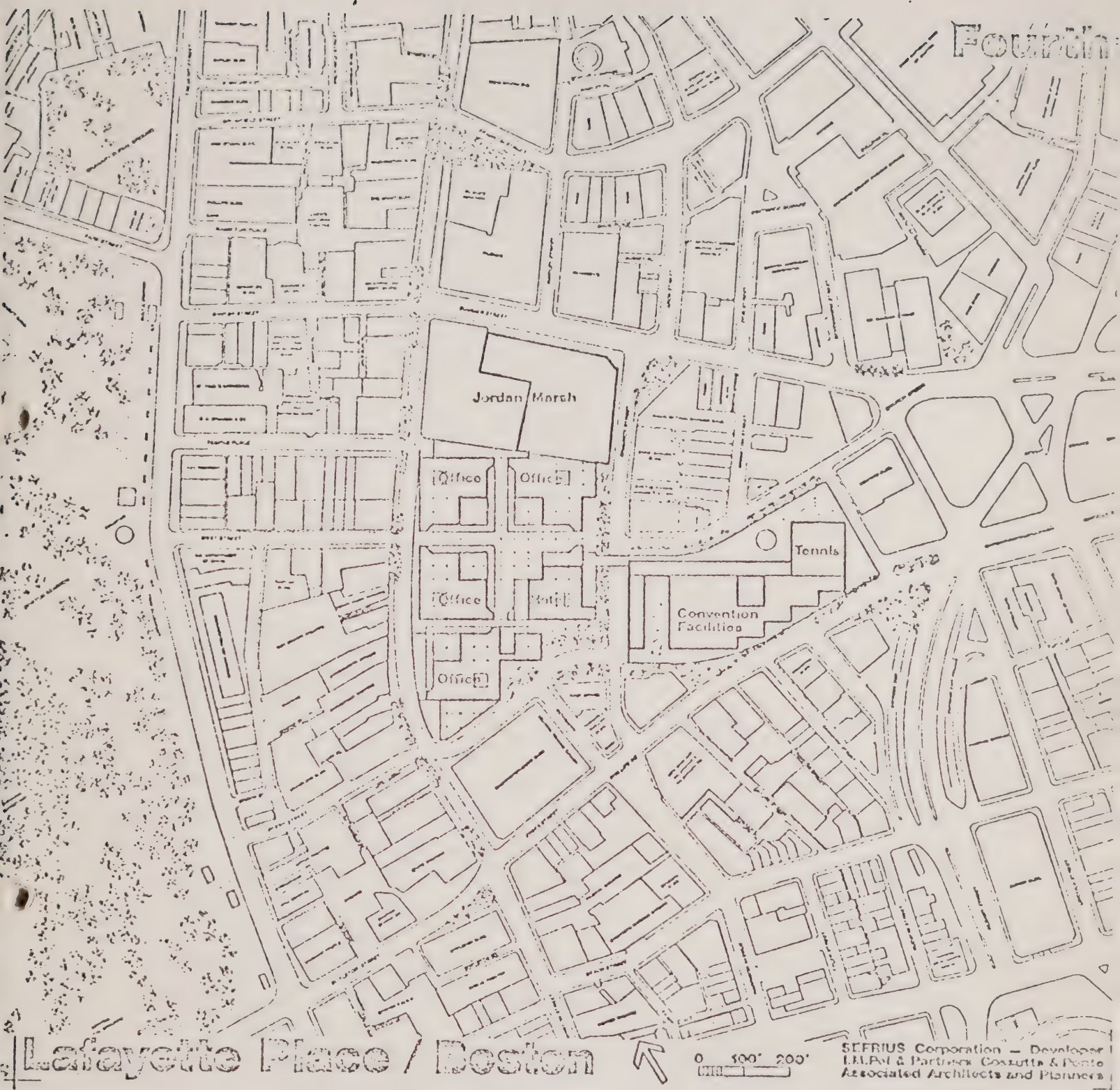


Lafayette Place / Boston

0 100' 200'

SERRUS Corporation - Developer  
L.H. Pol & Partners, Corsutta & Fenn  
Associated Architects and Planners





Fourth

Jordan March

Office

Office

Office

Office

Office

Tennis

Convention Facility

Lafayette Place / Boston

0 100' 200'

SEERUS Corporation - Developer  
L.H. Pol & Partners, Cossetta & Ponto  
Associated Architects and Planners



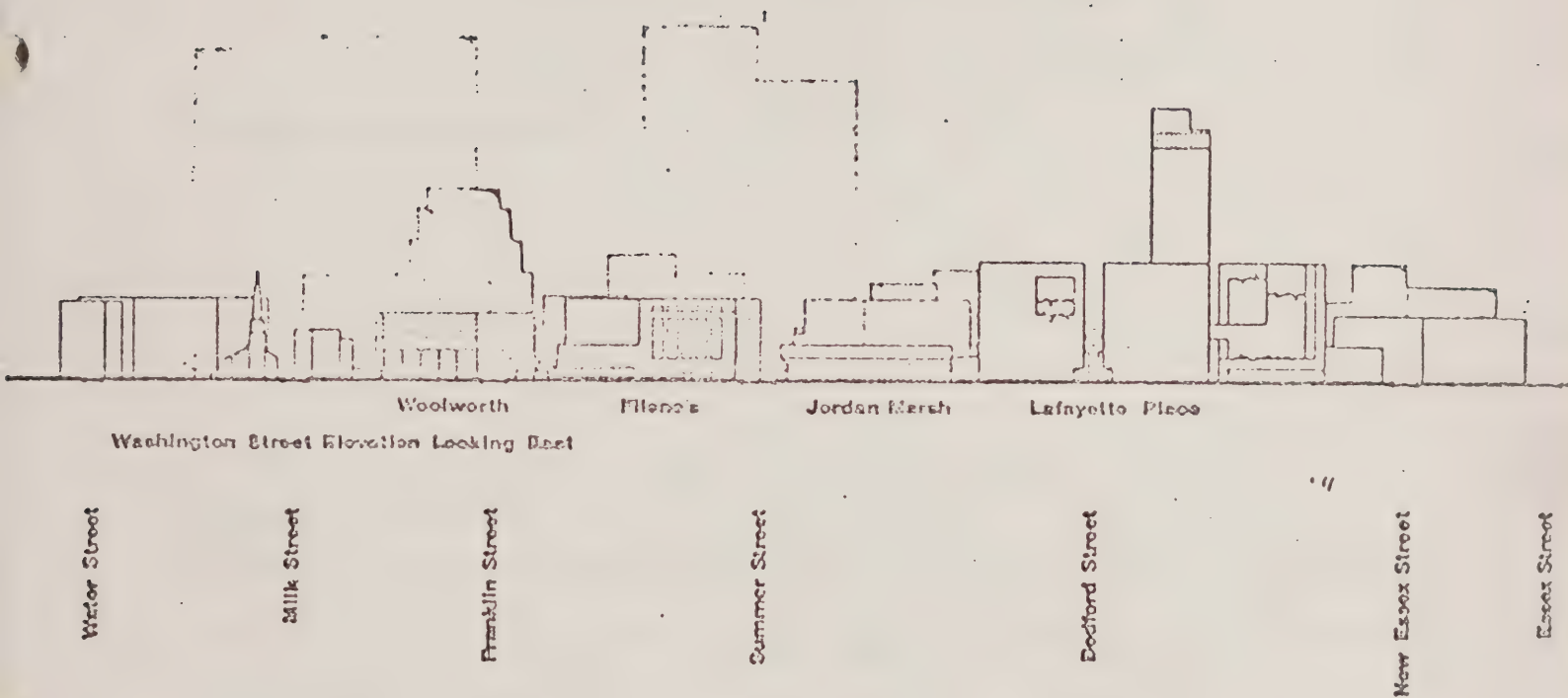
Lafayette Place / Boston

0 100' 200'  
INCHES

SEFRIUS Corporation - Developer  
I.M. Pei & Partners, Cosentini & Partners  
Associated Architects and Planners



# Elevation



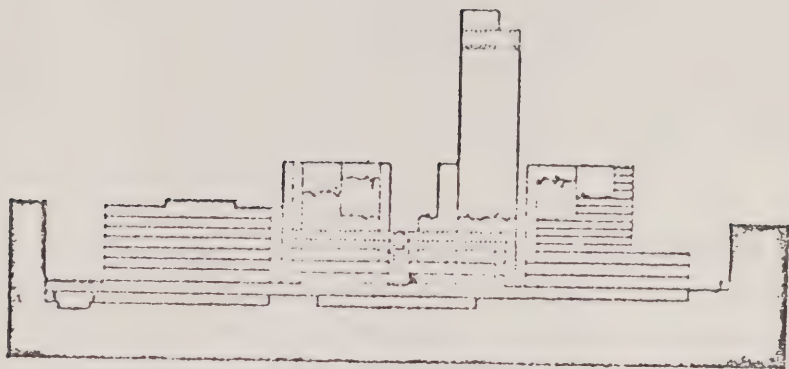
Lafayette Place / Boston



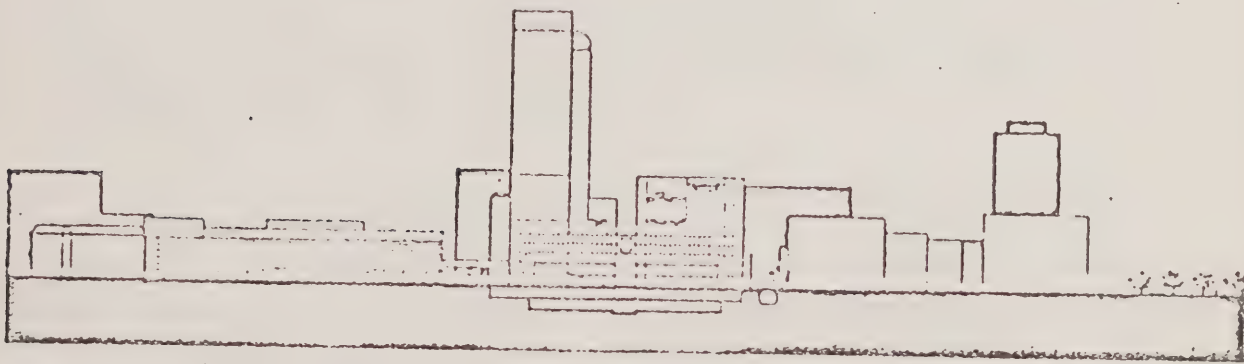
0 100' 200'

SEFRIUS Corporation - Developer  
 L.M. Del & Partners, Consultants & Planners  
 Associated Architects and Planners

Sections

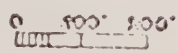


Jordan Marsh      Lafayette Place  
Lafayette Place Arcade Looking East



Lafayette Garage      Lafayette Place  
Bedford Street Arcade Looking South

Lafayette Place / Boston



PETRIUS Corporation - Developer  
LHINI & Partners - Consulting Engineers  
Associated Architects and Planners



THE DESIGN REVIEW PROCESS AND REDEVELOPER'S ARCHITECTURAL  
SUBMISSIONS FOR NON-HOUSING PARCELS

URBAN DESIGN DEPARTMENT

Technical guide number fifteen, "Design Review in Urban Renewal", published by the Urban Renewal Administration, Washington, D.C., explains in detail the design review process. Quoting from the bulletin's introduction:

"Design advice and guidance made available to Redevelopers as part of the review process, coupled with the review, itself, serves to co-ordinate individual efforts and realize the best possibilities inherent in each project. Better architecture and site planning are the most obvious results of these procedures; but benefits accrue in other ways, too: in overall visual harmony and in achieving the broad functional and livability objectives of fine urban design."

All redevelopment proposals for the Boston Redevelopment Authority's Disposition Parcels will be subject to design review and approval by the Authority prior to and subsequent to the execution of the Disposition Agreement. This review will evaluate the quality and appropriateness of the proposal on the basis of the design objectives stated in the Plan and in the special land use and building requirements stated in more detailed and refined Development Objectives and Controls prepared for this site. In addition, reference will be made during design review to the Illustrative Site Plan and other site plan and design studies prepared by the Authority Staff. All such studies shall be made available to the Redeveloper.

This review may be conducted by the Authority and its Staff, or at the discretion of the Authority, a qualified independent review panel may be selected to make design evaluations and recommendations to the Authority. The staff member responsible for maintaining liaison with the Redeveloper's Architect will be the Director of Urban Design or a designated alternate. Formal required submissions shall be made to the Authority through the Director of Non-Residential Development.

It is expected that a continuous contact will be maintained between the Redeveloper's Architect and the Department of Urban

EXHIBIT F

Design during the design and working drawing process and that reasonable requests for progress prints in addition to those required below will be met at any time.

Required submissions will occur at four stages in the preparation of the redevelopment proposal. Additional informal reviews at the request of either the Redeveloper or the Urban Design Staff are encouraged. A time schedule for the required submissions will be agreed upon on or before the time of execution of the Land Disposition Agreement and will be set forth therein or in a separate document. It is the intention of the Urban Design Staff that once approval has been given of a submission stage, further review will be limited to consideration of a development or refinement of previous approved submission or to review of new elements which were not presented in previous submissions.

At the point where all required elements of a stage have been submitted, the Director of Urban Design will send a letter to the Redeveloper's Architect indicating either that the design submission has been reviewed and found satisfactory, or that further work is required before such approval can be given. Such letter to the developer's architect will cover all Legal, Design, Engineering, and Transportation matters which have been raised in the course of review and the developer's architect shall respond as appropriate on each item.

The four formal stages of submission follow:

1. SCHEMATIC DESIGN

This review is intended to secure agreement on and approval of the basic design concept prior to extensive work by the Redeveloper's Architect. The Authority does not encourage submission of more than the following, which it feels is sufficient to describe the proposal.

- a. Site plan at any appropriate scale (1" = 100' and 1" = 40' are preferred scales); emphasizing general, relationships of proposed and existing buildings, walks and open space, including that mutually defined by buildings on adjacent parcels and across streets. Major landscape features in addition to the buildings should be shown, as well as points of pedestrian and vehicular access. Where relevant, site sections showing height relationships shall be provided.



- b. Building plans, elevations, and sections at any appropriate scale, showing organization of functions and spaces. These drawings shall be sufficient to indicate general architectural massing.
- c. All sketches, diagrams, study models, written statements, and other materials relevant to the proposal which were used by the architect during the initial study and which will help to clarify the architect's problem and his solution to it.
- d. Proposed time schedule for the following submissions and estimated construction time.

Upon approval by the Authority of the SCHEMATIC DESIGN, the following submission is required:

## 2. DESIGN DEVELOPMENT

This review is intended to secure agreement on and approval of the fundamental design prior to extensive and detailed work on the preliminary working drawings.

- a. Site Plan development of l.a. at 1" = 40' minimum (or as determined after approval of SCHEMATIC DESIGN). Phasing possibilities, if any, shall be shown. Proposed site grading, including typical existing and proposed grades at parcel lines shall be shown. Those areas of the site proposed to be developed "by others" or easements to be provided for others shall be clearly indicated. All dimensions which may become critical from the point of view of zoning shall be indicated.
- b. Site plan shall be sufficiently developed to clearly indicate conformance with material and dimensional standards established and mutually agreed to pay by the Boston Redevelopment Authority, Boston Public Works Department, and Boston Traffic and Parking Department. Any proposed deviations from such standards shall be clearly indicated and rationale for such proposals set forth.
- c. Site sections at 1" = 40' (minimum) showing vertical relationships in addition to those shown above. Adjacent buildings, street and buildings across streets must be indicated. Landscape features shall be further developed.

- d. Building plans, elevations, and sections developed from those of 1.b. at a larger scale (usually 1/8" to 1/4" = 1'-0"). This presentation should reflect further study of architectural character and materials, as well as preliminary studies of structural and mechanical systems.
- e. Study model at same scale as site plan.
- f. Written statement of proposal including: total square footage, F.A.R.; number of parking spaces; structural system and principal building materials; and estimated costs.
- g. A perspective sketch indicating the general character of the proposal.
- h. Revisions to time schedule required in 1.d.
- i. Preliminary description of the nature, form and location of the art work proposed to be provided with 1% of the construction cost.

Upon approval by the Authority of the DESIGN DEVELOPMENT, the following submission is required.

3. PRELIMINARY WORKING DRAWINGS AND OUTLINE SPECIFICATIONS

This review is intended to secure agreement on and approval of the character and scope of the proposal completely and should be a further refinement of the design development stage.

- a. Site plan (s) developed in sufficient detail to describe the character and scope of the proposal completely. Without limiting the generality of this requirement, the site plan shall indicate in addition to that required in 1.a. and 2.a., all landscaping and site development details including walls, fences, planting, outdoor lighting, street furniture, and ground surface materials; bounding streets; number and type of parking facilities; utility lines and connections; existing and proposed grading and drainage; indication of proposed new paving, planting, and lighting to be done by the City; existing and proposed right-of-way



development and/or easements to remain. Work to be done by others should be fully described and the responsible party properly identified.

- b. Wherever deviations from adopted material and dimensional standards concerning streets, parking, and utilities have been proposed in the design development stage and rejected in review, the plans shall clearly show revisions intended to conform to adopted standards.
- c. Building plans (including the roof), elevations, and sections in greater detail than required in 2.b., developed in sufficient detail and at large enough scale to show all materials and assemblies comprising the buildings. All exposed mechanical equipment and vents should appear on elevations and roof plans.
- d. Perspective renderings and/or model showing architectural and Urban Design character of the proposed project. A rendered site plan showing all adjacent proposed and existing structures and streets must be submitted. All renderings, models, and other presentation materials must be an accurate representation of the proposal. Station points for renderings shall be established in consultation with the Urban Design Staff.
- e. Outline specifications for materials and methods of construction.
- f. Expanded statement of Design Development, 2.d., including the following: major building dimensions and gross area of buildings, floor area ratio, proposed division of work between Redeveloper and public agencies. Where variances, waivers or deviations from existing City, State, or Federal regulations are proposed, they shall be listed and progress toward obtaining such variances shall be stated.
- g. Detailed construction cost estimate.
- h. Time schedule for the final submission.
- i. Name of artist commissioned to execute the art work, and description of the work commissioned.

Upon approval by the Authority of PRELIMINARY WORKING DRAWINGS AND OUTLINE SPECIFICATIONS, the following submission is required:

4. FINAL WORKING DRAWINGS AND SPECIFICATIONS

This review is intended to secure final agreement on and approval of the contract documents and the complete proposal. The Authority's role in reviewing this stage is to check for conformance with the approved preliminary working drawings.

- a. Complete site plans for the final parcel development to working drawing level of detail. These drawings, upon approval, will serve as a basic co-ordination drawing indicating the scope of work and responsibilities to be performed by others.
- b. Complete working drawings and specifications ready for bidding.
- c. Statement of proposal, indicating differences, if any, from 3.e.
- d. Revisions to cost estimate in 3.f.
- e. Time schedule for construction of this project.
- f. Drawings, model, or other material showing the art work.

Once FINAL WORKING DRAWINGS AND SPECIFICATIONS have been approved and construction started, the only items subject to an additional review will be requests for change orders in the construction. The Redeveloper is strictly required to construct the project in accordance with all details of the approved drawings. Permission to make changes from such drawings must be requested by the Redeveloper in writing to the Director of Urban Design, who, in turn, will reply in writing, giving his approval or disapproval of the changes. No changes in the work are to be undertaken until such approval has been obtained. At the conclusion of the construction, the Authority must issue a certificate of completion signifying its agreement that the work has been completed in accordance with these approved drawings. To establish the basis for issuance of the certificate, as well as to anticipate problems while they are relatively easy to rectify, the Design Staff has full time field inspection.



It should be clearly understood that this inspection in no way relieves the Architect, Contractor, or various Governmental Agencies from their inspection and supervisory obligations.

It should be understood that the design review and approval process described above is not a substitute for any filing, submission, review, approval, license or permit required by any law or ordinance, or any regulation or rule of any governmental body.

EXHIBIT G: DEVELOPMENT SCHEDULE (SEFRIUS ACTIVITIES)

<u>EVENT</u>	<u>DATE</u>
Second Alstores Payment, with Promissory Notes and Letters of Credit, take title to Annex and Bristol Parcels	14 July 1975
Execute Maintenance and Easement Agreement	14 July 1975
Execute Lease of Annex Parcel	14 July 1975
Final Code Realty Payment. Take title to Parcels D-1 and D-2. Terminate lease on Parcel D-3. Payment of approximately six hundred thousand (\$600,000.00) dollars to State Mutual for discharge of leasehold mortgage.	31 July 1975
City/BRA Agreement delivered out of escrow, pay \$100,000. Deliver Letter of Credit for \$250,000.	1 August 1975 <sub>+</sub>
Pay City \$200,000	1 January 1976 <sub>+</sub>
Pay City \$200,000	1 July 1976 <sub>+</sub>
Pay Alstores \$1,000,000 (Truck Ramp)	31 December 1976 <sub>+</sub>
Complete Demolition of Hayward Place Garage on Parcel D-3.	31 December 1976
Pay City \$200,000	1 January 1977 <sub>+</sub>
Pay City and BRA balance due for land acquisition, take title to Parcels C and D-3, street areas.	1977 (-1980)
Commence Construction of Phase I of Lafayette Place.	1977 (-1980)
Pay City \$300,000	1 July 1977 <sub>+</sub>
Pay Alstores \$1,000,000 (Truck Ramp)	31 December 1977 <sub>+</sub>



EXHIBIT H: PERMITTED PHASES

Phase I            All retail portions of the Development Program consisting of approximately Four Hundred and Sixty Thousand (460,000) square feet of gross leaseable area.

Subject to the Agreement, including, without limitation, Section 3.06 thereof, Developer may elect to undertake and complete improvements in the Project Area pursuant to the following Phases:

Phase II           A 750-room hotel pursuant to the Development Program.

Phase III          Office space pursuant to the Development Program consisting of approximately Four Hundred Thousand (400,000) gross square feet.

Phase IV           Office space pursuant to the Development Program consisting of approximately Eight Hundred Thousand (800,000) gross square feet.

## EXHIBIT I - BETTERMENTS AND IMPROVEMENTS

### A. Public Utilities:

1. The City and the Authority represent that, based upon their present understanding of the Development Program, they have examined existing public utilities in and around the Project Area and as a result of such examination have determined:
  - (i) that all public utilities within the Project Area other than those in Bedford Street may be discontinued and abandoned without disruption of service to parties presently served thereby, and
  - (ii) that the capacity of existing public utilities not to be discontinued and abandoned is sufficient to serve the needs of the Project. If, based upon further refinement of the Development Program it shall appear that rearrangement or expansion of such public utilities is desirable and necessary then the City, the Authority and the Developer shall cooperate in an effort to provide necessary and desirable utilities.
2. The cost of discontinuing the utilities in the Project Area shall be borne by the Authority.
3. It shall be the responsibility of the City to maintain the present public utility system serving the project area.
4. The cost of connecting all water, sewer and storm drainage systems shall be borne by the Developer as follows: sewer and roof drainage will be connected at the sewer main of the City of Boston; water connection will be made to the water system of the City of Boston at the main water line.

### B. Betterments and Improvements:

1. The City will undertake the design and construction of betterments and improvements along Washington Street East and Chauncey Street West between Summer and New Essex Streets as shown on Exhibit A. The design and construction of said improvements will be coordinated with the Developer's construction of Phase I. Upon delivery of a Construction Notice in accordance with Section 3.06 of the Agreement, together with the construction schedule referred to therein, the City will, within thirty (30) days of such notice, provide the Developer with a construction schedule concerning such betterments and improvements which will result in the completion of said construction simultaneously with the completion of 75% of the gross leasable area of Phase I. The City shall, provided that Developer proceeds with its construction of Phase I as required by this Agreement, commence construction of said betterments and improvements and complete the same as shown on its construction schedule. The betterments and improvements shall include sidewalk paving, curbs, street paving, public lighting, traffic signalization, surface drainage, as needed, landscaping, and street furniture.



2. The construction of New Essex Street shall include as a part thereof the design and installation of betterments and improvements along said street to include sidewalk paving, curbs, street paving, public lighting, traffic signalization, surface drainage, as needed, landscaping, and street furniture.
3. The design and construction of the Parking Garage shall include as a part thereof the design and construction of betterments and improvements along Chauncey Street East (between Summer and New Essex Streets), Kingston Street, and Columbia Street to include sidewalk paving, curbs, street paving, public lighting, traffic signalization, surface drainage, as needed, landscaping, and street furniture.

EXHIBIT J - PUBLIC IMPROVEMENTS SCHEDULE

A. New Essex Street

1. Acquisition completion no later than June, 1976.
2. Relocation completion no later than March, 1977.
3. Demolition completion no later than March, 1978.
4. Construction completion no later than August, 1979.

B. Parking Garage

1. Design completion no later than March, 1976.
2. Acquisition completion no later than July, 1976.
3. Relocation completion no later than February, 1977.
4. Demolition completion no later than November, 1977.
5. Construction completion no later than August, 1979.

C. Washington Street East and Chauncey Street West

Commencement and Completion as provided for in Exhibit I

Notwithstanding anything herein contained to the contrary, if the Developer elects to extend the Development Schedule in accordance with the provisions of Section 3.05, then the dates set forth above for the commencement and completion of the construction of New Essex Street and the Parking Garage (but no other dates set forth above) shall be determined in accordance with the provisions of Section 4.03.



BOSTON REDEVELOPMENT AUTHORITY

URBAN RENEWAL PLAN

CENTRAL BUSINESS DISTRICT - BEDFORD-WEST

PROJECT NO. MASS. R-

JANUARY, 1973

EXHIBIT K

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## CHAPTER I: DESCRIPTION OF PROJECT

### Section 101: Project Boundary

The Project boundary is shown on Map 1, "Property Map".

### Section 102: Project Boundary Description

The Bedford-West Project Area of the Central Business District Urban Renewal Project is bounded and described as follows:

Beginning at the intersection of the southeasterly sideline of Washington Street and the northeasterly sideline of Bedford Street;

Thence running in a generally southeasterly direction along said northeasterly sideline of Bedford Street to a point, said point being the intersection of the northeasterly sideline of Bedford Street and the southeasterly sideline of Harrison Avenue Extension extended thereto;

Thence turning and running in a generally southwesterly direction along said southeasterly sideline of Harrison Avenue Extension to a point, said point being the intersection of the southeasterly sideline of Harrison Avenue Extension and the southwesterly sideline of Exeter Place;

Thence turning and running in a generally northerly direction across Harrison Avenue Extension to a point, said point being the intersection of the southwesterly sideline of Norfolk Place and the northwesterly sideline of Harrison Avenue Extension;

Thence turning and running in a generally northwesterly direction along said southwesterly sideline of Norfolk Place to a point, said point being the intersection of the northwesterly sideline of Washington Street and the southwesterly sideline of Norfolk Place extended thereto;

Thence turning and running in a generally northeasterly direction along said northwesterly sideline of Washington Street to a point, said point being the intersection of said northwesterly sideline of Washington Street and the northeasterly sideline of West Street;



Thence turning and running in a generally southeasterly direction across Washington Street to the point of beginning, said point being the intersection of the southeasterly sideline of Washington Street and the northeasterly sideline of Bedford Street.

## CHAPTER II: OBJECTIVES

### Section 201: Basic Objectives

The basic objectives of the CBD - Bedford-West Urban Renewal Plan are:

1. To aid in reversing the economic decline of the older commercial sector of the City;
2. To promote and expedite public and private development and investment in the area through new commercial facilities and the improvement of public utilities and services;
3. To strengthen and expand the real property tax base within the area;
4. To facilitate the efficient use of land within the area for commercial and public purposes;
5. To improve the basic traffic circulation system in the area and to eliminate conflicts between pedestrians, trucks and automobiles.

### Section 202: Planning Objectives

Planning objectives of the project include the following:

1. To eliminate, to the maximum extent feasible, conflict between free flowing traffic, pedestrian movement and on-street truck servicing;
2. To regulate access to off-street parking and loading areas so as to reduce conflict between pedestrians and vehicles and at the same time to allow for more efficient functioning of the street system;
3. To remove an economically obsolete and substandard building which blights the area and, in its present condition, inhibits investment;
4. To encourage intensive new development so as to provide a stimulus for economic growth in the district as a whole.



Section 203: General Design Objectives

The design objectives for reuse in the Project Area are as follows:

1. To recognize the special significance of the urban nature of the built-up Central Business District and to enhance its character by the encouragement of a multi-story and multi-use building so as to maintain the urban environment.
2. To place special emphasis on preserving and extending the pedestrian amenities of downtown Boston by:
  - (a) The creation of pedestrian areas to improve the environment for shoppers, workers, and visitors;
  - (b) The provision of easy and pleasant pedestrian connections within the Project Area and adjacent areas;
  - (c) The provision of a system of varied and lively pedestrian paths both through and between development sites which can give ready access to ground floor commercial enterprises of all types;
  - (d) The regulation of access to off-street parking and loading areas to reduce conflict between pedestrians and vehicles and at the same time to allow more efficient functioning of the street system.
3. To encourage diversity in construction and in land use provided that respect for neighboring properties and the urban environment is maintained.

### CHAPTER III: PROPOSED RENEWAL ACTIONS

#### Section 301: Proposed Types of Renewal Actions

Proposed types of renewal actions within the Project Area may consist of a combination of clearance and redevelopment activity; provision of public improvements; and rights-of-way and utilities changes.

#### Section 302: Clearance and Redevelopment Activities

Clearance and redevelopment activities include:

1. the acquisition of real property;
2. the management of acquired property;
3. the relocation of the occupants thereof;
4. the clearance of land and buildings;
5. the installation, construction and reconstruction of improvements;
6. the disposition of land for uses in accordance with the land use and building requirements and other provisions of the Urban Renewal Plan; and
7. design review and enforcement of provisions of Land Disposition Agreements.

#### Section 303: Rehabilitation Activities

There are no rehabilitation activities contemplated at this time. However, the Authority reserves the option to rehabilitate the single structure in the Project Area if developer interest substantiates the feasibility of doing so.

#### Section 304: Public Improvements

Public improvements may include, as necessary, the provision, improvement, extension, construction, reconstruction, and installation of rights-of-way, streets, pedestrian ways, and utilities, such as water, sewers, traffic and street lighting systems and police and fire communication systems, in order to carry out the objectives of the Urban Renewal Plan.



## CHAPTER IV: PROPERTY TO BE ACQUIRED

### Section 401: Identification

Property acquired by the Authority for clearance and redevelopment is shown on Map 1, "Property Map".

### Section 402: Interim Use of Acquired Property

The Authority may devote property acquired under the provisions of this Plan to temporary use prior to the time such property is needed for redevelopment. Such uses may include, but are not limited to, project office facilities, relocation purposes and cultural or recreational uses, in accordance with such standards, controls and regulations as the Authority may deem appropriate.

## CHAPTER V: RELOCATION OF BUSINESSES

### Section 501: Businesses to be Relocated

A total of twelve business firms have been or are to be relocated from Authority acquired properties. Information on the characteristics and relocation needs of these businesses has been obtained from surveys conducted by the Authority.

### Section 502: Relocation Program

The Authority will prepare and carry out a suitable relocation program to include:

- (1) a trained relocation staff which will interview and determine the needs of businesses to be relocated and which will render appropriate assistance to them;
- (2) payments for moving expenses to the full extent permitted under applicable regulations to eligible businesses and small business displacement payments to eligible business concerns;
- (3) the implementation of standards for relocation which will take into account the ability to pay, the location preferences and the space requirements of the businesses to be relocated;
- (4) inspection of temporary and permanent relocation accommodations to assure that they are in compliance with applicable codes and ordinances.



## CHAPTER VI: LAND USE AND BUILDING REQUIREMENTS

### Section 601: Land Use Plan

The use of land in the Project Area shall be as shown on Map 2, "Proposed Land Use," which indicates proposed land uses and rights-of-way.

### Section 602: Land Use and Building Requirements

#### A. General

1. The use and development of land and improvements shall be in accordance with the requirements of this Chapter.
2. The disposition parcel is located as shown on Map 3, "Disposition Map".
3. The Authority may subdivide the disposition parcel as appropriate. In the event of subdivision, the permitted uses will be applicable to sub-parcels and parking requirements will be divided as appropriate.
4. Use controls as set forth in this Chapter shall be interpreted to permit supporting and ancillary uses which are reasonably associated with the primary use.
5. Floor Area Ratio (F.A.R.) shall mean the ratio of floor area of a structure or group of structures to total parcel area, as more fully defined in the Zoning Code of the City of Boston.

#### B. Land Use Requirements

The project area shall generally be devoted to a combination of any of the following uses: retail commercial, office, and parking. In each case, and unless specifically otherwise provided, designation of a particular use includes all accessory and ancillary uses, customarily or reasonably incident to the use specified or the use on an adjoining parcel. Within the purview of this Section, the Authority may permit on any parcel such uses as are consistent with the objectives of the Project.

C. Building Requirements and Restrictions

- 1.. Open Space. All open areas shall be suitably landscaped and/or paved so as to provide a visually attractive environment.
2. Off-Street Loading.

NUMBER OF BAYS REQUIRED BY GROSS FLOOR AREA OF STRUCTURES

Gross Floor Area (in thousands of square feet)	Office and General Commercial	Retail and Wholesale
--	-------------------------------------	-------------------------

Under 15	0	0
15-50	1	1
50-100	1	2
100-150	2	3
150-300	3	4
300 and over	4*	5*

\*Plus 1 for each additional 150,000 square feet

The above controls shall apply unless a developer or owner can demonstrate to the satisfaction of the Authority that the off-street loading needs of the property will be met adequately in other ways, or that the lack of such loading facilities will not be detrimental to surrounding areas of the Project. Loading bays shall be designed so as to permit vehicles to load and unload without interfering with pedestrian or vehicular traffic on rights-of-way; but in no case shall loading bays designed to permit vehicles to back directly perpendicular to rights-of-way be permitted.



3. Other, On-Site Improvements. All improvements on the land, including buildings, landscaped areas, and parking areas, shall be properly maintained in good condition. Sufficient and suitable refuse and garbage storage and disposal facilities, including structural enclosures where appropriate, shall be provided and properly maintained. Open storage of materials, equipment or merchandise shall not be permitted.
4. Sign Control. Signs within the Project Area shall be restricted to an identification of the establishment and the nature of its products. All signs must be suitably integrated with the architectural design of the structure which they identify. All signs, billboards or advertising shall be in conformance with the Boston Zoning Code as amended. The size, design, location and number of signs, the placement or replacement of any sign or any exceptions to the above controls shall be subject to the approval of the Authority.
5. Parking. All parking structures shall be designed so as to provide one entrance lane for each 300 parking spaces provided. Each entrance lane must have sufficient reservoir space to avoid vehicle backup onto public streets. All parking shall be enclosed.
6. Utilities. The placement or replacement of all private and public utilities shall be underground. The disposition parcel may be subject to easements and other rights as appropriate in accordance therewith.
7. Handicapped Persons Provisions. All new buildings in the Project Area shall be so designed that persons in wheel-chairs can enter and leave and travel about the building in a reasonable manner without due obstruction.

Section 603: Controls on Disposition Parcel

Parcel C-1

Permitted Uses: Retail commercial, office, and parking  
Ground floor on all frontages to be devoted to retail commercial uses.

Alternative Use: Transient Housing.

F.A.R.: Minimum 3, maximum 10.

Parking: Maximum 700 spaces if adjacent Hayward Place garage is removed. Otherwise, an enclosed parking structure with maximum of 300 spaces will be permitted as part of the redevelopment.

Other

Requirements: (a) Service access from Norfolk Place and Harrison Avenue Extension only.

(b) Parking access from Norfolk Place and Harrison Avenue Extension only.

(c) Land uses, access and design shall be planned so as to integrate with the redevelopment and reuse of contiguous parcels.

Section 604: Controls on Contiguous Parcels

In the event that the Authority disposes of the reuse parcel or any subdivision of the reuse parcel to a developer who owns a contiguous parcel not part of the clearance or disposition area, the Authority reserves the right to impose such controls as are necessary to insure that the use and development of both parcels will be in conformity with the objectives of the Plan. The disposition of the reuse parcel shall take place so as to encourage the renewal and redevelopment of contiguous parcels.

Section 605: Interpretation

In the event of any question or questions regarding the meaning or construction of any land use and building requirements in this Chapter, the reasonable interpretation or construction thereof by the Authority shall be final and binding.



## CHAPTER VII: REDEVELOPER'S OBLIGATIONS

### Section 701: Applicability

The provisions of this Chapter shall apply to each parcel acquired upon its disposition and shall be implemented by appropriate covenants and provisions in disposition documents.

### Section 702: Compliance with Plan

Redevelopment of the land in the Project Area shall be made subject to the regulations and controls set forth in the Urban Renewal Plan. The purpose of such regulations and controls is to assure that the redevelopment of land within the Project Area will conform to the planning and design objectives of the Urban Renewal Plan. It is therefore the obligation of all redevelopers not only to comply with these regulations and controls but also to familiarize themselves with the overall Urban Renewal Plan and to prepare redevelopment proposals which conform to the Plan.

### Section 703: Design Review

All redevelopment and rehabilitation proposals will be subject to design review, comment and approval by the Boston Redevelopment Authority prior to land disposition and/or prior to the commencement of construction.

In addition to assuring compliance with the specific controls set forth in this Plan and as more specifically set forth in disposition documents, the Authority will establish design review procedures and evaluate the quality and appropriateness of redevelopment proposals with reference to the design objectives and requirements set forth in this Plan and in the disposition documents.

### Section 704: General Obligations

The Authority shall obligate redevelopers and purchasers of land in the Project Area, and their successors and assigns, by covenants and conditions running with the land or other appropriate means providing for reasonable action in the event of default or noncompliance by such redevelopers and purchasers:

1. To devote, develop or otherwise use such land only for the purpose and in the manner stated in the Plan;
2. To comply with such terms and conditions relating to the use and maintenance of such land and improvements thereon as in the opinion of the Authority are necessary to carry out the purpose and objectives of the Plan and of the relevant provisions of the Massachusetts General Laws;
3. To commence, execute and complete construction and improvements in accordance with reasonable time schedules as determined, agreed on and established by the Authority;
4. To give preference in the selection of tenants for commercial space built in the Project Area to businesses displaced from such area or from other areas on account of action taken pursuant to Urban Renewal Plans; who desire to rent such commercial space and who will be able to pay rents or prices equal to rents or prices charged other tenants for similar or comparable space built as a part of the same redevelopment;
5. To devote 1% of construction cost to works of art in accordance with policies as established by the Authority.

Section 705: Disposition by Redeveloper

The Redeveloper shall not dispose of all or part of his interest in a disposition parcel within the Project Area without the written consent of the Boston Redevelopment Authority until the full completion by the Redeveloper of all improvements required by and in conformity with the terms and conditions of both the Urban Renewal Plan and the Land Disposition Agreement entered into between the Redeveloper and the Authority. The Boston Redevelopment Authority may in granting such consent impose conditions that will, among other things, prevent speculation, protect the interest of the Boston Redevelopment Authority and the City of Boston, and effect compliance with and achieve the objectives of Chapter 121B and, where applicable, Chapter 121A of the Massachusetts General Laws, and amendments thereto.



## CHAPTER VIII: REHABILITATION

### Section 801: Identification and Applicability

The single structure in the Project Area will be demolished for public improvements and redevelopment provided, however, that the Authority reserves the option to rehabilitate the structure if developer interest substantiates the feasibility of doing so. In such case, the building shall be brought to a level which achieves a decent standard of safe and sanitary conditions.

CHAPTER IX: ZONING DISTRICT CHANGES

Section 901: Identification of Changes

The zoning district change shall be as shown on Map 4,  
"Existing and Proposed Zoning".



## CHAPTER X: RELATION OF PLAN TO LOCAL OBJECTIVES

### Section 1001: Conformity to General Plan

The Urban Renewal Plan is in conformity with the 1965/1975 General Plan for the City of Boston and the Regional Core, as adopted by the Boston Redevelopment Authority in March, 1965, and its program for community improvements. In addition, the Urban Renewal Plan is in conformity with the General Neighborhood Renewal Plan for the downtown area of the City of Boston, as adopted by the Boston Redevelopment Authority in March, 1965.

### Section 1002: Relationship to Definite Local Objectives

#### 1. Land Use

The Project will help achieve the local objective of providing new and improved commercial space in downtown Boston.

#### 2. Traffic Improvements

The Plan will enable improvements to be made to the street system of the Project Area in order to achieve a more efficient flow of traffic and thereby encourage economic growth. It will also meet the local objectives of reducing congestion and accidents, and of improving access to abutting properties.

#### 3. Improvement of Public Utilities

The Urban Renewal Plan proposes the relocation, abandonment, or replacement as necessary of all existing sub-standard and inadequate underground public utilities with new underground lines adequate in capacity and flow and in conformance with local standards.

CHAPTER XI: ANTI-DISCRIMINATION PROVISIONS

Section 1101: Compliance with Anti-Discrimination Laws

All property and all transactions affecting or respecting the installation, construction, reconstruction, maintenance, rehabilitation, use, development, sale, conveyance, leasing, management or occupancy of real property within the Project Area shall be subject to the applicable provisions of Chapter 151B of the Massachusetts General Laws (Ter. Ed.), as amended, and to all other applicable Federal, State and local laws prohibiting discrimination or segregation by reason of race, color, creed, sex or national origin.

## CHAPTER XII: MODIFICATION AND TERMINATION

### Section 1201: Modification

This Plan may be amended at any time by the Authority, provided, however, that:

1. Any amendment which in the reasonable opinion of the Authority substantially or materially alters or changes the Plan shall be subject to the Federal, State and local approvals then required by law;
2. No amendment to any provisions of Chapter VI of the Plan shall be effective with respect to any land which the Authority has then disposed of or contracted to dispose of without the consent of the other party to such disposition or contract, or such other party's successors or assigns; and
3. If this Plan is recorded with the Suffolk Registry of Deeds, no such amendment shall be effective until the amendment is also so recorded.

### Section 1202: Termination

The provisions and requirements established in this Urban Renewal Plan shall be maintained in effect for a period of forty (40) years from the date of the original approval of the Urban Renewal Plan by the City Council and Mayor of the City of Boston, except for Section 1101 which shall remain in effect without limitation as to time.

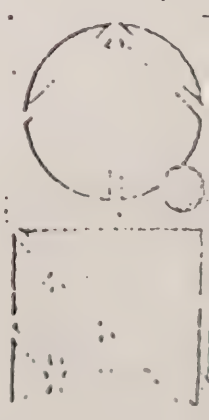




PROJECT BOUNDARY  
PARCEL ACQUIRED BY THE  
BOSTON REDEVELOPMENT AUTHORITY

# PROPERTY MAP

JANUARY, 1973  
MAP NO 1  
CBD BEDFORD-WEST  
URBAN RENEWAL AREA  
MASSACHUSETTS R-





-  PROJECT BOUNDARY
-  COMMERCIAL
-  PARKING

## PROPOSED LAND USE

JANUARY, 1973

MAP NO. 2

CBD BEDFORD-WEST  
URBAN RENEWAL AREA  
MASSACHUSETTS R-

Boston Redevelopment Authority





0 100 200 300 FEET

 PROJECT BOUNDARY  
 DISPOSITION PARCEL

## DISPOSITION MAP

JANUARY, 1973

MAP NO 3

CBD BEDFORD - WEST  
 URBAN RENEWAL AREA  
 MASSACHUSETTS P-





0 100 200 300 FEET

[Dashed Line] PROJECT BOUNDARY  
 B-10 EXISTING ZONING (GENERAL BUSINESS)  
 B-10-U PROPOSED ZONING (GENERAL BUSINESS-  
 URBAN URBAN RENEWAL ZONE)

## EXISTING AND PROPOSED ZONING

JANUARY, 1973

MAP NO. 4

CBD BEDFORD-WEST  
 URBAN RENEWAL AREA  
 MASSACHUSETTS

*Board Approved 7.*

MEMORANDUM

To: Boston Redevelopment Authority  
From: Robert T. Kenney, Director  
Date: 2 May 1974  
Subject: BEDFORD-WEST URBAN RENEWAL PROJECT MASS. R-182  
Proclaimer of Minor Modification of Urban  
Renewal Plan

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Summary:

This memorandum requests Authority approval of a minor modification of the Bedford-West Urban Renewal Project. This modification concerns deleting the alternative use of transient housing for Disposition Parcel C-1 and authorizing the Director to proclaim by certificate this minor modification.

According to the provisions of the Bedford-West Urban Renewal Plan, as approved by the Authority and the City Council, Disposition Parcel C-1 is designated as an alternative use for Transient Housing. Although there is a substantiated need for additional transient housing units in the downtown area, our review indicates that transient housing would be inappropriate for this particular site. It is anticipated that the Bedford-West site will be developed for its primary designated use of retail and related activities consistent with the Central Business District Plan.

Consequently, in order to expedite Federal approval of the Loan and Grant application, it is recommended that the alternate use of Transient Housing be deleted from the plan.

It has been determined that said modification is minor in nature in that it does not constitute a fundamental change in the overall project nor does it materially or substantially alter or change the plan.

An appropriate Resolution is attached.

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY RE:  
AUTHORIZATION TO PROCLAIM MINOR MODIFICATION OF THE  
URBAN RENEWAL PLAN OF THE BEDFORD-WEST URBAN RENEWAL  
PROJECT MASS. R-182

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WHEREAS, the Urban Renewal Plan for the Bedford-West Urban Renewal Area was adopted by the Boston Redevelopment Authority on February 8, 1973, and approved by the City Council of the City of Boston on April 23, 1973; and

WHEREAS, Section 1201 of Chapter 12 of said plan entitled: "Modification" provides that the Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority without further approval provided that the proposed modification does not substantially or materially alter or change the plan; and

WHEREAS, Section 603 of said Urban Renewal Plan, entitled: "Controls on Disposition Parcel" allows on Parcel C-1, as an alternative use, Transient Housing; and

WHEREAS, the Authority is cognizant of Chapter 781 of the Acts and Resolves of 1972 with respect to minimizing and preventing damage to the environment.

NOW, THEREFORE, be it resolved by the Boston Redevelopment Authority:

1. That Section 603 entitled: Controls on Disposition Parcel C-1, page 10, Alternative Use: Transient Housing, be deleted.
2. That the proposed modification is found to be a minor modification which does not substantially or materially alter or change the plan.
3. That all other provisions of said plan not inconsistent herewith be and are continued in full force and effect.
4. That it is hereby found and determined that the proposed development will not result in significant damage to or impairment of the environment and further that all practicable and feasible means and measures have been taken and are being utilized to avoid or minimize damage to the environment.



5. That the Director be and hereby is authorized to proclaim by certificate this minor modification of the plan, all in accordance with the provisions of the Urban Renewal Plan Handbook, RHM 7207.1 Circular dated June 3, 1970.

CERTIFICATE OF VOTE

The undersigned hereby certifies as follows:

- (1) That he is the duly qualified and acting Secretary of the Boston Redevelopment Authority, hereinafter called the Authority, and the keeper of the records, including the journal of proceedings of the Authority.
- (2) That the following is a true and correct copy of a vote as finally adopted at a meeting of the Authority held on May 2, 1974 and duly recorded in this office:

Copies of a memorandum dated May 2, 1974 were distributed re Bedford-West Project Mass. R-132, Proclaimer of Minor Modification of Urban Renewal Plan, attached to which were copies of a Resolution.

A Resolution entitled "Resolution of the Boston Redevelopment Authority re: Authorization to Proclaim Minor Modification of the Urban Renewal Plan of the Bedford-West Urban Renewal Project Mass. R - 132" was introduced, read and considered.

On motion duly made and seconded, it was unanimously

VOTED: to adopt the Resolution as read and considered.

The aforementioned Resolution is filed in the Document Book of the Authority as Document No. 2775.

(3) That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting, and a legally sufficient number of members of the Authority voted in a proper manner and all other requirements and proceedings under law incident to the proper adoption or the passage of said vote have been duly fulfilled, carried out and otherwise observed.

(4) That the Resolution to which this certificate is attached is in substantially the form as that presented to said meeting.

(5) That if an impression of the seal has been affixed below, it constitutes the official seal of the Boston Redevelopment Authority and this certificate is hereby executed under such official seal.

(6) That Robert T. Kenney is the Director of this Authority.

(7) That the undersigned is duly authorized to execute this certificate.

IN WITNESS WHEREOF the undersigned has hereunto set his hand this seventh day of May, 1974.

LS

BOSTON REDEVELOPMENT AUTHORITY

By Kenn Simonian  
Secretary



B. Parcel D-3

1. Cancellation of the Code Realty Lease by the Real Property Board as required by Chapter 456 of the Acts of 1974.
2. Completion of independent appraisal.
3. Real Property Board approval of the sale of the City-owned land at private sale for price not lower than that established by independent appraisal.
4. Approval by the City Council of 1. and 3., above.
5. Approval by the Mayor of 1. and 3., above.
6. Approvals as necessary for the demolition of garage.

C. New Essex Street:

1. City Council passage of loan order solely for financing New Essex Street in an amount not less than \$6,165,000.00.
2. Approval of loan order by the Mayor.
3. P.I.C. passage, after public hearing, of orders necessary to lay out New Essex Street; approval of the Mayor; recordation with P.I.C. and Suffolk Registry of Deeds.

D. Land Court:

1. Land Court approval of such petitions and plans as may be necessary for the land assembly for the Parking Garage and the laying out of New Essex Street, if necessary.

E. Conveyance of city-owned Property in Lafayette Place:

1. City Council approval of Home Rule Petition to enable conveyance of City-owned property in Lafayette Place, including portions of Avon and Bedford Street, without public auction, if the same is reasonably determined to be necessary by a title insurance company selected by Developer.



